

Green Pillow, Molded Latex Pillow, Latex Wedge Pillow, Toddler Pillow, Mini Pillow, Throw Pillow: 1-Year Limited Warranty

Beginning on the date of purchase, your new Avocado Green Pillow, Avocado Molded Latex Pillow, Organic Latex Wedge Pillow, Toddler & Mini Pillows (the “Pillow”) is covered by a one-year limited warranty (the “Pillow Warranty”). This Pillow Warranty extends to the original purchaser of the Avocado Green Pillow, Avocado Molded Latex Pillow, Avocado, Latex Wedge, Toddler & Mini Pillow (“Pillow”), and extends to all Pillows purchased directly from Avocado Mattress, LLC (“Avocado Mattress”). The “original purchaser” for the purposes of this Pillow Warranty is the first purchaser of the Pillow from Avocado Mattress. This Pillow Warranty is not transferable and applies only to Pillows purchased from Avocado Mattress or an authorized reseller by the original purchaser. Avocado Mattress warrants the Pillow against the defects in material and workmanship for one year from when your Pillow is purchased by you when it is normally used for its intended purposes.

Your Responsibilities

In the event of a defect, Avocado Mattress’ sole and exclusive liability and your sole remedy under this Pillow Warranty will be, at Avocado Mattress’ option, to provide a replacement, subject to your fulfillment of the requirements set forth below. To get the benefit of this Pillow Warranty, you must return your Pillow to Avocado Mattress or the product manufacturer and provide Avocado Mattress with proof of the original date of purchase as well as proof that the Pillow was, in fact, returned. Avocado is not responsible for any costs incurred from repackaging and cannot reimburse customers for a replacement box or packaging services.

Not Covered Under Warranty

- Normal wear and tear as a result of washing and intended use.
- Comfort preference.
- Physical abuse or damage to the Product, including but not limited to: burns, cuts, tears, liquid damage, or stains, provided that the defect is caused by such abuse or damage.
- Measurements are made with a standard tape measure; our pillows have curves and must be measured with tailor tape.

Making a Claim

To file a claim under this warranty, please submit a request to support@avocadomattress.com. Evidence of a defect and proof of purchase must be included. The address for returns will vary depending on the Pillow and will be provided to you once Avocado Mattress has reviewed your submissions and determined that there is, in fact, a defect covered by this Pillow Warranty. In the event of a defect, Avocado Mattress will ship a replacement to you upon proof that you returned the defective Pillow. Replaced Pillows are subject to the same Pillow Warranty as the original. For example, if you obtain a replacement that is the same style and price as the original, then the Pillow Warranty term

of the replaced Pillow begins from the date of purchase. The serviceable area for all Avocado Mattress, LLC products is addressed within the 50 states of the **United States only**, including Alaska and Hawaii. If your Avocado Mattress, LLC product is located outside the USA, you are responsible for any costs associated with pick-up and return. Avocado is not responsible for any costs incurred from repackaging and cannot reimburse customers for a replacement box or packaging services.

Disclaimer: Limitations on Liability

To the extent permissible by applicable law, the Pillow is provided “as is” and this Pillow Warranty and any implied warranties are your exclusive warranties and replace all other warranties or conditions, express or implied. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction. To the maximum extent permitted by applicable law and except as outlined in this Pillow Warranty, in no event will Avocado Mattress or its suppliers be liable for procurement of substitute products or other special, incidental, consequential, or indirect damages arising out of or related to the Bedding or its use by you or any third party, whether under the theory of contract, tort (including negligence), indemnity, product liability, or otherwise. This limitation will apply even if Avocado Mattress has been advised of such damages and notwithstanding the failure of the essential purpose of any limited remedy. Avocado Mattress’ total liability will not exceed the purchase price paid for the pillow giving rise to such liability. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Arbitration

If a dispute arises between you and Avocado Mattress arising out of or relating to this Pillow Warranty, that dispute will be resolved in accordance with the general dispute resolution provisions of the Avocado Mattress terms of service. The arbitration conducted pursuant to this provision will be deemed final and binding and will not be subject to appeal absent extraordinary circumstances. You must seek arbitration for disputes arising out of this Pillow Warranty before exercising any rights or seeking any remedies created by *Title I of the Magnuson Moss Warranty Act* or any state law relating to consumer product warranties. As in all other dispute situations under the Avocado Mattress terms of service, an arbitration concerning a dispute arising out of or relating to the Pillow Warranty will not be combined with any other proceeding or arbitration against one of the parties. In addition, to the maximum extent permitted by applicable law, you will only be permitted to assert your own claim and may not appear as a representative of the interests of any other person, entity, or class of consumers (including a private attorney general or otherwise). Some states do not allow the exclusion or limitation of incidental or consequential damages in connection with the sale of consumer products, so the above limitation or exclusion of incidental or consequential damages may not apply to you.

Governing Law

The laws of the State of New Jersey will govern this limited warranty.

Warrantor

Avocado Mattress, LLC, 12 Hudson Place, Suite 100, Hoboken, NJ 07030.

support@avocadomattress.com