Posh+Lavish Warranty

LIMITED WARRANTY

The following limited warranty is given by Posh+Lavish, LLC to the original retail purchaser of its mattresses, toppers, and foundations.

Posh+Lavish All Natural Rubber Mattresses, AuNaturale All Natural Mattresses and "Natural Rubber+Memory Foam" Mattress Collections (Relax, Restore, Reveal, Refine, Clear, Clean, Crisp, Captivate, Flow, Flux, Fusion Models):

Posh+Lavish guarantees that your mattress will be replaced, repaired or repurchased at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. The second ten (10) year period is the pro-rated portion and is detailed in the warranty schedule section of this document. A normal body impression is less than three quarters of one inch (3/4") in depth on these Mattresses in these collections.

Posh+Lavish Natural Rubber, AuNaturale and Memory Foam True PillowTop Toppers:

Posh+Lavish guarantees that your Topper will be replaced, repaired or repurchased at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. The second ten (10) year period is the pro-rated portion and is detailed in the warranty schedule section of this document. A normal body impression is less than three quarters of one inch (3/4") in depth on these True PillowTops in these collections.

Posh+Lavish Pocket Sprung Hybrid Mattress Collection (Providence and Chic Models):

Posh+Lavish guarantees that your mattress will be replaced, repaired or repurchased at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. A normal body impression is less than three quarters of one inch (3/4") in depth on these Mattresses in this collection.

Posh+Lavish Haute Couture Collection Mattresses and Top Mattresses:

Posh+Lavish guarantees that your Base Mattress or Top Mattress will be replaced, repaired or repurchased at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. The second ten (10) year period is the pro-rated portion and is detailed in the warranty schedule section of this document. Due to the generous amounts of wool, cotton, and alpaca in top mattress models, it is extremely important to flip

and fluff the top mattress on a regular basis. A normal body impression is less than one and one half inch (1 1/2”) in depth on Haute Couture Collection Base Mattresses or Top Mattresses.

Posh+Lavish Curated Collection Mattresses and Top Mattresses:

Posh+Lavish guarantees that your Base Mattress or Top Mattress will be replaced, repaired or repurchased at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. The second ten (10) year period is the pro-rated portion and is detailed in the warranty schedule section of this document. Due to the generous amounts of wool, cotton and in some top mattress models, Alpaca, it is extremely important to flip and fluff both the mattress and top mattress on a regular basis. A normal body impression is less than one and one half inch (1 1/2”) in depth on Curated Collection Base Mattresses or Top Mattresses.

Posh+Lavish Latex Rubber Pillows:

Posh+Lavish guarantees that your pillow will be replaced or repurchased at our option without cost to you should it be deemed defective because of faulty workmanship or structural defects during the first one (1) year of the warranty, excluding specific limitations contained herein. A normal head impression is less than one and one-half inch (1 1/2”) in depth on pillows.

Limitations and Exceptions

This limited warranty does not apply to business, commercial, institutional, or other non-residential uses. This Limited Warranty does not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) merchandise purchased “as is” or second-hand, (iii) merchandise purchased at a distress sale or a going-out-of-business sale, (iv) merchandise purchased from a liquidator, or (v) merchandise obtained from a rental retailer.

This limited warranty does not cover the following:

Fabric stains, pilling, soiling, burns, mold or mildew, or any conditions from atypical and unusual environmental factors such as heat, cold or moisture.

A mattress, true pillow top topper, top mattress, pillow or foundation not being used in a manner in which it was designed or originally manufactured

A mattress, true pillow top topper, top mattress, pillow or foundation that has been taken apart or disassembled in any way will lose its structural integrity and void the warranty.

Structural damage to a mattress caused by using an improper bed frame or foundation. Structural damage to a mattress caused by using either a broken bed frame or foundation. The mattress must be continuously supported by both a matching foundation with an appropriate

bed frame or an adjustable foundation or an appropriate platform bed. Appropriate foundations include **a matching Posh+Lavish foundation, solid surface adjustable foundations, the BedTech X Plat foundation, or platform bed with non-flexing slats that are less than 3" apart or slat foundations with non-flexing slats that are less than 3" apart.** A foundation sits underneath the mattress and on top of the bed frame and is defined as an upholstered wood structure with wood slats on top that provides ideal support for heavier mattresses like natural rubber and pocketed sprung mattresses. A box spring is similar to a foundation in that they sit underneath a mattress and on top of a frame although box springs are not warrantable as they contain springs inside for support and are designed for lighter weight open coil mattresses. A frame sits underneath the foundation and has legs that sit on the floor. Homemade foundations and bed frames are not acceptable. Wall hugger adjustable foundations cannot be used with SplitHead mattresses. Bed frames modified to platform foundations are not acceptable. Layering any surface over an inadequate bed frame or foundation is not acceptable. An appropriate bed frame must completely support the foundation. **This Limited Warranty applies to queen and king mattresses and foundations only if they are used on an appropriate bed frame with a rigid center support, L-shaped side rails, having at least 5 legs or 5 cross slats. Foldable foundations and/or foldable bed frames without L shaped side rails are inadequate for any size mattress and will not support the weight of a Posh+Lavish mattress invalidating the mattress warranty.**

A mattress or foundation that is not defective

Normal body impressions less than three quarters of one inch (3/4") in depth on Mattresses or Toppers in the All Natural Rubber Mattress Collection, AuNaturale Collection, Natural Rubber+Memory Foam Mattress Collection and Pocket Sprung Hybrid Mattress Collection. Normal body impressions less than one and one half (1 1/2") in depth on Mattresses or Top Mattresses in the Curated Collection. Normal head impressions less than one and one-half inch on Latex Rubber pillows.

A horizontal crease, ridge or groove in the top of the mattress where an adjustable foundation naturally bends the mattress.

The zippered mattress cover more than thirty days after the date of purchase

Comfort preference

Sheet fit

Transportation costs

No warranty, expressed or implied, applies to any condition resulting from misuse, abuse, delivery, or transportation damage, nor any condition resulting from incorrect or inadequate

maintenance, cleaning, or care. This Limited Warranty is null and void if merchandise has been damaged in moving from original point of delivery to you, the original retail purchaser.

1.

Disclaimer

ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF THIS MATTRESS OR FOUNDATION AND ITS PARTS UNDER STATE LAW, SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF POSH+LAVISH LLC WITH RESPECT TO THE MATTRESS OR FOUNDATION AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT THEROF. FURTHERMORE, NO REPRESENTATIVE OF POSH+LAVISH LLC OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING BUT NOT LIMITED TO EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RETAILER OR THROUGH A THIRD PARTY. POSH+LAVISH LLC SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES BY ANY RETAILER OR THROUGH A THIRD PARTY.

THE TERMS AND CONDITIONS STATED IN THIS LIMITED WARRANTY SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A MANUFACTURING DEFECT DURING THE WARRANTY PERIOD. IN NO EVENT SHALL POSH+LAVISH LLC BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR TORT. IN NO EVENT SHALL THE RESPONSIBILITY OF POSH+LAVISH LLC BE OTHER THAN ITS SOLE OBLIGATION TO REPAIR, REPLACE, OR REPURCHASE THE PRODUCT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS POSH+LAVISH IS WILLING AND ABLE TO REPAIR OR REPLACE ANY POSH+LAVISH MATTRESS OR POSH+LAVISH FOUNDATION FOUND, UPON EXAMINATION BY AN AUTHORIZED REPRESENTATIVE OF POSH+LAVISH TO CONTAIN A MATERIAL MANUFACTURING DEFECT.

Posh+Lavish does not warrant that this product is suitable for any person's medical condition. Posh+Lavish makes no warranty beyond that which is contained in this Limited Warranty.

IF YOU USE AN INAPPROPRIATE FOUNDATION OR BOX SPRING WITH THIS MATTRESS, SUCH USE WILL VOID THIS LIMITED WARRANTY. POSH+LAVISH RESERVES ALL RIGHTS TO DISCONTINUE ITEMS AND CHANGE PRODUCT SPECIFICATIONS WITHOUT NOTICE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of certain

damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Many of our mattresses have a 20 year limited warranty; the first 10 years offering free replacement, the following 10 years being prorated. To replace the mattress after 10 years, you would pay 1/20 of the price of the mattress for the each of the years between the purchase date and the warranty claim. As an example, if you paid $2000 for your mattress, the proration fee would be the following;

Years 1-10: Free Product Replacement;

Year 11: $1100; Year 12: $1200; Year 13: $1300; Year 14: $1400;

Year 15: $1500; Year 16: $1600; Year 17: $1700; Year 18: $1800; Year 19: $1900

Remedy

Under this Limited Warranty, Posh+Lavish's exclusive obligation during the applicable warranty period is to repair, replace, or repurchase at its option, any Posh+Lavish mattress or Posh+Lavish foundation found, upon examination by an authorized representative of Posh+Lavish, to contain a material manufacturing defect. If within the warranty period, identical materials are unavailable at the time of repair or replacement, Posh+Lavish reserves the right to substitute materials of equal or better quality.

2.

Claim Procedure

If a problem arises which you feel is covered by this Limited Warranty, contact the Posh+Lavish authorized retailer from which you purchased your mattress. The retailer you purchased your mattress from is your service provider. To ensure an accurate evaluation, all warranty claims require a professional inspection that includes detailed mattress measurements and photographs. Inspections are required to be performed by your retailer or/and a recognized independent professional mattress inspection service. Retailers determine their service area based on the trading areas they sell products into. Your retailer is an authorized Posh+Lavish service provider even if they are no longer merchandise or sell the brand. The original bill of sale and the law label from the defective product are necessary for the fulfillment of this Limited Warranty. Any claim for warranty service must be accompanied by the necessary information, and provided within the warranty period, to satisfy the Limited Warranty requirements. Posh+Lavish may require you to provide proof of the quality of the foundation and frame used with your mattress. If necessary, the retailer will contact Posh+Lavish to establish service. If the problem can be easily corrected, Posh+Lavish will authorize the retailer to make those repairs. Posh+Lavish reserves the right to require that

defective parts be returned upon request. If a Posh+Lavish mattress, topper, foundation or pillow has been inspected and found to not have a warrantable issue, a deposit may be required for any subsequent inspections. If that inspection concludes there is a warrantable issue the deposit will be refunded in full, however if that inspection concludes there is once again not a warrantable issue, the deposit will be non-refundable.

Posh+Lavish is not responsible for scheduling or transportation costs. You must make those arrangements with your retailer. If the retailer you purchased the product from has closed and you need service, please contact POSH+LAVISH in writing or email.

Posh+Lavish, LLC. 11175 Cicero Dr. Suite 100 Atlanta, GA 30022, 1-855-POSHLAV

Forum Selection: Any claims or disputes regarding this warranty, the product, its use or any aspect of this warranty, the product or its use, shall be brought only in the State or Federal Courts located in Fulton County, Georgia, which Courts shall have exclusive jurisdiction over such claims or disputes.

Caution

Posh+Lavish reserves the right to refuse service and invalidate this Limited Warranty when, upon inspection, the Posh+Lavish mattress or Posh+Lavish foundation is found to be in an unsanitary condition or when product failure is due to causes other than defective workmanship or materials. Please refer to the “Mattress & Foundation Care Instructions” section of this Limited Warranty for proper mattress and foundation care.

MATTRESS & FOUNDATION CARE INSTRUCTIONS

DO

Do give your mattress set time to “air out” upon removal from its plastic packaging. Dispose of all plastic packaging as soon as possible.

Do carry your mattress flat on its side. It’s easier to handle and you’ll be less likely to damage the mattress.

Do keep your bedding clean. We suggest using a mattress pad or mattress protector, especially if children will be using the bed.

Do replace the old foundation when purchasing a new mattress. An old foundation may not provide sufficient support. It may appear that your new mattress is sagging when it is really the foundation that supports the entire mattress.

Do use an appropriate frame and center support for queen and king size sets. Using the right support frame will ensure that your warranty remains in effect.

DON'T

DON'T PLACE YOUR MATTRESS NEAR OPEN FLAME OR EXPOSE TO FIRE. THIS MATTRESS IS NOT FLAME OR FIREPROOF, AND CAN IGNITE AND/OR BURN IF EXPOSED TO OPEN FLAME OR FIRE.

Don't smoke in bed. This mattress is manufactured as required by federal law to resist, but not necessarily eliminate, ignition by smoldering cigarettes.

Don't let anyone stand or jump on your mattress or foundation. It was not built for that kind of weight concentration or abuse.

Don't allow your mattress to get wet because some of the upholstery materials may compress. Protect it from water or other liquids.

Don't remove the law label or tag at the end of your mattress. This label serves as a means of identification to establish your right to the Limited Warranty.

Don't use dry cleaning fluid of any type on your mattress. These chemicals will damage some of the construction materials and will void the limited warranty.

The cover on all Posh+Lavish Mattresses and toppers can be spot cleaning if it is necessary. **Spot clean only with cold water using a mild detergent. Do not attempt to machine wash or machine dry. Do not put out in the sun to dry. Do not attempt to dry clean the cover. Do not remove or launder the tan wool and cotton FR barrier on the bottom of your mattress, topper or underneath your mattress cover.**

Visit us on the web at www.poshandlavish.com