



PERFORMANCE® MATTRESSES (e.g., M1® and M1X®)

BEDGEAR® 10 YEAR LIMITED WARRANTY & 365 NIGHT GUARANTY

BEDGEAR wants you to have 100% of the comfort and support you need to get a great night's sleep so you can Wake Ready each day with our Performance® bedding products. We want to make sure our bedding products live up to their intent. That's why we have created a 365 Night Guaranty that covers "wear and tear" and goes well beyond any traditional bedding manufacturer's warranty. And Our 365 Night Guaranty is extended to a full 10 years from your date of delivery; all warranty restrictions apply.

Your new BEDGEAR Performance Mattress (e.g., M1 and M1X) is covered by a 10 year limited warranty. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state. If you purchased a Performance Mattress with one of our authorized retail partners, please contact the retailer directly with any questions about your warranty claim. If you purchased a Performance Mattress on BEDGEAR.com, please contact us at the email address or phone number at the bottom of this warranty.

A. Products Covered By This Limited Warranty

This limited warranty extends to mattresses manufactured by BEDGEAR LLC ("BEDGEAR") and purchased directly from BEDGEAR or BEDGEAR's authorized retailers (the "Performance Mattress"). Some parts of this limited warranty also extend to covers, coil packs and comfort layers ("Components") sold with the Mattress.

B. Who This Warranty Extends To

This limited warranty extends to the original purchaser of any Performance Mattress. All BEDGEAR warranties, including any implied warranties, are valid only for the period of time the Performance Mattress is owned by the original purchaser of the Performance Mattress. The "original purchaser," for the purposes of this warranty, is the first purchaser of the Performance Mattress from BEDGEAR or a BEDGEAR authorized retailer. PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All BEDGEAR limited warranties are non-transferable.

C. BEDGEAR's Limited Warranty Description

BEDGEAR warrants the Performance Mattress, sold to you in its original packaging, against the defects in material and workmanship set forth below ("Defects") for a period of 10 years from the time Performance Mattress is delivered to you, when the Performance Mattress is used normally for its intended purposes. The Performance Mattress is designed to work on a firm, solid surface, on a bed base that is structurally capable of supporting the weight of the Performance Mattress and user(s), including adjustable bases.



D. What This Limited Warranty Covers

This limited warranty applies to the following Defects:

- Deterioration causing the Performance Mattress to have a visible indentation greater than one (1) inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a Performance Mattress be continuously supported by a foundation or adjustable bed base of the same size with a proper bed frame sufficient to support the combined weight of the Performance Mattress and foundation. King size mattresses must have additional center support.
- Any physical flaw in the Performance Mattress or Components that causes the foam material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Performance Mattress or Components.
- Zippered mattress covers are warrantied for 10 years after the delivery date from manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use. Covers with a zipper located on the side of the mattress can be removed for cleaning; see label for cleaning suggestions.

E. What This Limited Warranty Does Not Cover

This limited warranty does not cover the following:

- A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Performance Mattress.
- Comfort preference beyond the 30-day risk-free trial period.
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the Defect is caused by such abuse or damage.
- Replacement of any non-defective Components in the BEDGEAR sleep system (for example, if you purchase a Performance Mattress with multiple Components and only one Component is defective, then we will only replace the defective Component).
- Any Performance Mattress (whether manufactured by BEDGEAR or not) sold by resellers who are not authorized retailers of BEDGEAR.
- Performance Mattress sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the Mattress is not "new" or of "first quality", or has previously been purchased or used by another consumer.

In the event of a Defect, BEDGEAR's sole and exclusive liability and your sole remedy under this limited warranty will be, at BEDGEAR's option, to provide a repaired or replacement Performance Mattress or Component, subject to your fulfillment of "Your Responsibilities" below. Replacement Components may be provided in a color different from the Component you originally purchased. BEDGEAR reserves the right to refuse service and invalidate the warranty when the Performance Mattress, even if defective, is in an



unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse), when the Performance Mattress has evidence of damage from liquid penetration, cleaning or the use of cleaning fluids, or whenever the product failure is caused by factors other than defective workmanship or materials.

F. Product Replacement Terms

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Performance Mattress or Component to BEDGEAR and provide BEDGEAR with proof of the original date of purchase.

If you wish to replace your Performance Mattress with a more expensive Mattress (an “Upgrade Performance Mattress”), then please e-mail BEDGEAR at the e-mail address set forth at the end of this limited Performance Mattress warranty. You will be required to pay the difference between the original purchase price of the Performance Mattress and that of the Upgrade Performance Mattress, plus the cost of any related additional system pieces necessary for such Upgrade Performance Mattress.

BEDGEAR will repair or replace (as applicable) and ship your Performance Mattress, Component, or Upgrade Performance Mattress back to you within 365 days of receiving your original Mattress.

Replaced or repaired Performance Mattress that is not an Upgrade Performance Mattress is subject to the same limited warranty as the original Performance Mattress. For example, if you obtain a replaced or repaired Performance Mattress that is the same style and price as the original Performance Mattress, then the warranty term of the replaced or repaired Performance Mattress begins from the delivery date of the original Performance Mattress. If you purchase an Upgrade Performance Mattress, then you obtain a new limited warranty, and the warranty term will begin upon the delivery date of the Upgrade Performance Mattress.

G. Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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 SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL BEDGEAR OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE MATTRESS OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF BEDGEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BEDGEAR’S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PERFORMANCE MATTERSS GIVING RISE TO SUCH LIABILITY.



SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

G. Arbitration

In the event a dispute arises between you and BEDGEAR arising out of this Limited Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators’ award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators’ award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

H. Governing Law

This limited warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.

I. Warrantor

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