



## PERFORMANCE® PILLOWS IN ALL SIZES (e.g., 0, 1, 2 and 3)

### BEDGEAR® 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 Guarantee that goes well beyond any traditional bedding manufacturer's warranty.

Your new BEDGEAR Performance Pillow in all sizes (e.g., 0, 1, 2 and 3) is covered by this limited warranty, giving you specific legal rights and you may also have other rights which vary from state to state. If you purchased a BEDGEAR Performance Pillow with one of our authorized retail partners, please contact the retailer directly with any questions about your warranty claim. If you purchased a BEDGEAR Performance Pillow 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 pillows manufactured by BEDGEAR LLC ("BEDGEAR") and purchased directly from BEDGEAR or BEDGEAR's authorized retailers (the "Pillow").

#### **B. Who This Warranty Extends To**

This limited warranty extends to the original purchaser of any Performance Pillow. All BEDGEAR warranties, including any implied warranties, are valid only for the period of time the Performance Pillow is owned by the original purchaser of the Performance Pillow. The "original purchaser," for the purposes of this warranty, is the first purchaser of the Performance Pillow 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 Pillow, sold to you in its original packaging, against the defects in material and workmanship set forth below ("Defects") for a period of 365 days from the time your Performance Pillow is delivered to you, when the Performance Pillow is used normally for its intended purposes.

#### **D. What This Limited Warranty Covers**

This limited warranty applies to the following Defects:



- Deterioration causing the Performance Pillow to have a visible indentation greater than one (1) inch that is not associated with an indentation or sag designed or engineered with the Performance Pillow.
- Any physical flaw in the Performance Pillow that causes the material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Performance Pillow.
- Zippered pillow covers are warrantied for manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use. Pillows with a zipper 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:

- Any deterioration of the cell structure of the material that causes the Performance Pillow to not return to its original shape.
- Normal increases in softening and settling of materials, or any other normal wear and tear.
- A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Performance Pillow.
- 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.
- Damage caused by commercial use, such as in a hotel or store.
- Comfort preference beyond the 30-day risk-free trial period.
- Any Performance Pillow (whether manufactured by BEDGEAR or not) sold by resellers who are not authorized retailers of BEDGEAR.
- Performance Pillow sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Performance Pillow 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 Pillow, 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 Pillow, even if defective, is in an unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse), when the Performance Pillow 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 Pillow to BEDGEAR and provide BEDGEAR with proof of the original date of purchase.

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

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

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

## **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 PILLOW 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 PILLOW 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](http://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**

GM Warranty Services  
1953 Langston Street  
Rock Hill, SC 29730  
(800) 545-7125  
[claims@gmwarrantyservices.com](mailto:claims@gmwarrantyservices.com)