

# Mattress & Flat Foundation

**We stand behind our products by offering a 10-year limited warranty to ensure you receive the quality and support you deserve in the unlikely event that something goes wrong. If you believe your product qualifies, please [submit a warranty claim here](#).**

## **Current Products (from 2021 — present)**

All Sealy® mattresses and non-adjustable foundations are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term “product” means any non-adjustable foundation and any mattress manufactured by or for Sealy Mattress Manufacturing Company, LLC (“Sealy”). Sealy warrants that it will, at Sealy’s option, replace or repair Purchaser’s Sealy product sold in the U.S. or Puerto Rico by an authorized retailer if that product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty. Sealy undertakes no responsibility for the quality of the goods except as otherwise provided in this Limited Warranty. There are no warranties that extend beyond the description on the face hereof. This Limited Warranty is valid only in connection with the original purchase of new products from authorized retailers and extends from the original purchase date of the original product. An “original purchaser,” for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from Sealy or an authorized retailer of Sealy with the intent to use the product for personal consumer use and not for commercial or industrial use and not with the intent to resell the product. An “authorized retailer,” for purposes of this Limited Warranty, is an individual or entity authorized by Sealy to sell product directly to original purchasers. An individual or entity that purchases the product from whatever source with the intent to resell the product is an unauthorized reseller (“unauthorized reseller”).

This Limited Warranty does not apply to floor models or “demos” or to products sold by unauthorized resellers, including without limitation, unauthorized resellers on third-party websites. Unauthorized resellers are not “original purchasers”. If purchaser is not the original purchaser of this product, purchaser takes the product “AS IS,” “with all faults” and without warranty. IF THE PURCHASE OF THIS PRODUCT WAS NOT DIRECTLY FROM SEALY, PROOF OF PURCHASE WILL BE REQUIRED TO DEMONSTRATE THAT THE PRODUCT WAS PURCHASED FROM AN AUTHORIZED RETAILER, AND PURCHASER IS ELIGIBLE TO MAKE A VALID CLAIM UNDER THIS LIMITED WARRANTY.

## **Mattresses**

Sealy mattresses are designed to work on a firm, solid-surface, non-spring foundation or adjustable bed base that is structurally capable of supporting the weight of purchaser's Sealy mattress and user(s). This Limited Warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and our foundations/adjustable bed bases. Therefore, if purchaser uses inappropriate foundations, box springs, adjustable bed bases, or bed frames with the mattress, such use will void this Limited Warranty and all other warranties whether express or implied, including without limitation, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The length and terms of this warranty may be determined from information contained on the law tag attached to the mattress. For additional information see our website [sealy.com/contact-us/mattress-warranty](http://sealy.com/contact-us/mattress-warranty) or contact your retailer for additional information.

Sealy may require purchaser to provide proof of the quality of the foundation, adjustable bed base, or bed frame used in conjunction with the mattress if purchaser makes a claim under this Limited Warranty. Sealy makes no representations whatsoever as to the structural integrity or rated load for any frame, foundation, or adjustable base not manufactured by or for Sealy. Sealy reserves the right in its reasonable discretion to deny a claim under this Limited Warranty if the foundation is inadequate or if the mattress is found to be in an unsanitary condition. This Limited Warranty only covers manufacturing defects in a mattress or foundation when the set is subject to proper handling and normal use in conjunction with a bed frame that provides Continuous Support. To provide Continuous Support, a Queen or King frame must have a rigid bridge-bar with at least 5 support legs or 5 equally spaced hardwood cross-slats with a supporting center leg.

This Limited Warranty does not cover:

1. Comfort preference.
2. Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains.
3. Damage associated with an improper bed frame, foundation, or adjustable base. See above description and see our website for illustrations for a proper bed frame.
4. Replacement of the accompanying piece in the Sealy sleep system where only one piece is defective, unless that accompanying piece is also defective.

5. Floor models or demonstration samples (“demos”).
6. Product sold by unauthorized retailers.
7. Product sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the product is not “new” or of “first quality” or has previously been purchased or used by another consumer.
8. Also, normal indentations or sagging (not associated with sag in foundation) of less than 1 1/2" for quilted spring mattresses, or less than 3/4" for non-quilted foam and hybrid mattresses, IS NOT COVERED. If it is determined that an indentation is caused by misuse, abuse or factors other than a product defect, this Limited Warranty will not cover that condition.
9. Odors—since a simple airing out of the mattress upon placement in the home should dissipate any such smells.
10. Mildew or mold occurring after use of mattress.

### **Product Replacement Terms**

Except as otherwise provided herein, Sealy will not charge purchaser to replace or repair purchaser’s mattress or flat foundation with the same or current comparable model, if it is deemed defective during the length of this Limited Warranty, but any transportation costs associated with replacements are purchaser’s responsibility. In no event, however, will the transportation costs exceed Sealy’s then standard freight charges. No new warranty is provided with a replacement product. The warranty for the replacement product runs from the date of original purchase of the replaced product.

### **Mattress Cover and Top Panel**

If removable, the cover (except for demo or floor model covers) initially provided for the Sealy product is warranted for 2 years from the date of purchase against faults in material or workmanship. Sealy reserves the right to repair removable covers. In the event that Sealy replaces the cover for the mattress, Sealy will replace it with the current style of cover available for the mattress, which may be a different color or material than the original cover.

### **Flat, Non-Adjustable Sealy Foundations**

Sealy foundations are designed to work with a bed frame capable of supporting the load of the foundation and an approved mattress. This Limited Warranty and other performance warranties are based on tests conducted on “sets” that consist of our

mattresses and our foundations. Sealy may require purchaser to provide proof of the quality of the bed frame or mattresses used in conjunction with the foundation if purchaser makes a claim under this limited warranty. Sealy makes no representations whatsoever as to the structural integrity or rated load for any frame not manufactured by or for Sealy. Coverage under this Limited Warranty is excluded if the frame is determined, in Sealy's reasonable discretion, to be inadequate or if the foundation is found to be in an unsanitary condition.

This Limited Warranty covers the following items during normal wear:

1. Structural damage or broken components.
2. Squeaks or rattles.
3. Sagging that is not associated with use of an improper bed frame.

This Limited Warranty does not cover:

1. Structural damage from using an improper bed frame.
2. Physical abuse or damage to the structure and/or cover material of the foundation, including but not limited to burns, cuts, tears, or liquid damage.
3. Replacement of another piece in the Sealy sleep system (e.g., mattress, adjustable base, pillows) unless other piece is also defective.
4. Product sold "as-is," "preconditioned," "reconditioned," "used," "comfort return," "returned," "previously owned," or any other similar wording indicating that the product is not "new" or of "first quality," or has previously been purchased or used by another consumer.

### **Foundation Replacement**

Sealy will not charge purchaser to repair or replace, at Sealy's option, purchaser's foundation if it is deemed defective under the terms of this Limited Warranty, but any transportation costs associated with repairs or replacements are purchaser's responsibility. In no event, however, will the transportation costs exceed Sealy's then-standard freight charges. No new warranty is provided with a replacement foundation. The Limited Warranty for the replacement foundation runs from the date of original purchase of the replaced foundation.

### **Product Upgrades with a Warranty Replacement**

In connection with the replacement of a product in compliance with the terms of this Limited Warranty, if a purchaser elects to upgrade to a more expensive product, they may do so by paying the upgrade fees plus the cost of any related

additional sleep system pieces not being replaced as part of the warranty exchange. A new Limited Warranty will be provided for the upgraded pieces only.

### **Compressed Mattresses**

Your Sealy mattress may arrive folded to make it easier to handle during delivery. The mattress will naturally unfold as it warms to room temperature. If the outside temperature is below 50°F when the mattress is delivered, it may take a few hours for a folded mattress to lay flat. Don't force it. If you try forcing the mattress to flatten when it's cold you might damage the foams.

### **Additional Limitations on Warranty Coverage**

In the event a warranty claim is filed, and a warranty replacement is deemed necessary, purchaser will be required to surrender the original product to Sealy at the time of replacement unless local disposal is allowed by Sealy. SEALY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPLACEMENT OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE WARRANTY DESCRIBED ON THE FACE OF THIS LIMITED WARRANTY. All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.

### **BINDING ARBITRATION AND CLASS ACTION WAIVER FOR U.S. RESIDENTS**

(a) This section applies to any dispute except it does not include a Dispute relating to the enforcement or validity of your, Sealy's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Sealy concerning your Sealy mattress or this warranty, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

(b) In the event of a dispute, you or Sealy must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Sealy, Inc., ATTN: Office of General Counsel, 1000 Tempur Way, Lexington, KY 40511. Sealy will send

any Notice of Dispute to You by U.S. Mail to Your address if we have it or to your e-mail address if we have it. You and Sealy will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Sealy may commence arbitration. (c) You may also litigate any dispute in small claims court in your county of residence or Fayette County, Kentucky if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

(d) If you and Sealy do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

(e) Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither You nor Sealy will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

(f) Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules applying U.S. Federal Rules of Procedure and U.S. Federal Rules of Evidence. The AAA Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see [www.adr.org](http://www.adr.org) or call [1-800-778-7879](tel:1-800-778-7879). You agree to commence arbitration only in your county of residence or in Fayette County, Kentucky. Sealy agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

(g) Sealy will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses as provided below. If you reject Sealy's last written settlement

offer made before the arbitrator was appointed ("Sealy's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Sealy's last written offer, Sealy will give you three incentives: (i) pay the greater of the award or \$5,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Sealy agree on them. For purposes of this limited warranty, an email shall be considered a written communication.

(h) In any arbitration you commence, Sealy will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Sealy commences, Sealy will pay all filing, AAA, and arbitrator's fees and expenses. Sealy may also seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

(i) This warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

(j) To the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one year in small claims court, an arbitration proceeding, or in court, if so permitted herein. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

(k) If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.