

# Warranties

## **1-Year Limited Warranty for Certain Bamboo Products for the United States of America**

Cariloha, LLC (“Cariloha”) bamboo products have a long history of excellent quality and reliability. Our 1-Year Limited Warranty for bamboo products will help ensure that your product(s) last for their intended use and protect you from any rare and unexpected manufacturer defects. This warranty applies to our sheets, mattress protectors, pillows, pillowcases, blankets, duvet covers, foundation bases, upholstered bed frames, towels, robes, washcloths, and clothing. The warranty does not apply to Cariloha mattresses and comfort bases which have different warranties. This 1 year warranty period is measured beginning on the date of original purchase, and the warranty is available only to the original end user purchaser.

If your Cariloha product purchased from Cariloha or one of our authorized sellers in the United States is defective due to faulty workmanship or materials, Cariloha will replace the product. This warranty does not cover normal wear and tear from washing and intended use. This warranty does not apply to products that are damaged or defective due to abuse or neglect; it shall be reasonable, without limitation, to make such determination if the following are present: stains, odors, unsanitary conditions, footprints, burns, cuts, tears, pilling, insect damage or other infestation, damage from liquids or gels or body fluids or other fluids, or damage from weather or sun exposure. Because Cariloha cannot control the quality of products sold by unauthorized sellers, this warranty applies only to products that were purchased from Cariloha or one of our authorized sellers in the United States, unless otherwise prohibited by law. Cariloha reserves the right to reject warranty claims from purchasers for products purchased from unauthorized sellers, including unauthorized internet sites.

Any replacement product made under this warranty will be subject to the same limited warranty as the original Cariloha product(s), and the warranty term of the replaced Cariloha product(s) begins from the date of purchase of the original Cariloha product(s).

If you wish to make a warranty claim, please initiate a request by contacting us at [1.800.884.5815](tel:1.800.884.5815) or via email at [onlineservice@cariloha.com](mailto:onlineservice@cariloha.com). Please have information available regarding when and where you purchased your product, proof of purchase. Cariloha reserves the right to require you to submit photos of your product and/or return the product to Cariloha upon request. If you are asked to submit photos and you choose to mail rather than email them to Cariloha, you are responsible for those mailing costs. If you are asked to return your product to Cariloha, Cariloha will provide you with a prepaid shipping label and return instructions.

If you qualify for warranty coverage, a new replacement item will arrive generally within twelve (12) business days.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL CARILOHA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

If you have any questions about whether a seller is an authorized Cariloha seller, contact us at [1.800.884.5815](tel:1.800.884.5815) or via email at [onlineservice@cariloha.com](mailto:onlineservice@cariloha.com).

If you would like a physical copy of this warranty, feel free to print this webpage, or contact us at [1.800.884.5815](tel:1.800.884.5815) or via email at [onlineservice@cariloha.com](mailto:onlineservice@cariloha.com), and we'd be happy to send you a copy.

Last Updated: February 1, 2023

## **Comfort Base Limited Warranties for the United States of America**

**The following limited warranties apply to Cariloha's Comfort Bases. It does not apply to Cariloha's Foundation Bases and other Bed Frames, which are subject to Cariloha's 1 Year Limited Warranty.**

Cariloha, LLC ("Cariloha") warrants to the original purchaser of a Cariloha comfort base as follows:

### **1-YEAR WARRANTY**

The Cariloha comfort base will be free from defects in materials or workmanship for a period of one (1) year from the date of purchase by the original end user purchaser. In addition to the separate warranty periods for motors and individual parts below, during the first year, Cariloha will repair or replace, at no cost to the original end user purchaser, the defective comfort base or defective part. This includes all authorized labor and transportation costs incurred in connection with the repair or replacement.

### **2-YEAR MOTOR WARRANTY**

The Cariloha comfort base has a two-year warranty on parts, labor, and transportation applicable to the comfort base's motor should the motor(s) fail during the first two (2) years from the original purchase date by the original end user purchaser.

### **10-YEAR LIMITED WARRANTY FOR PARTS**

Cariloha will replace any defective part on the Cariloha comfort base for 10 years from the date of purchase by the original end user purchaser. This warranty applies only to replacement part(s) and does not include service, installation, or freight costs. The purchaser is responsible for those charges, including the shipment of the replacement part(s).

## **Claims Process for Above Warranties**

To make a warranty claim, please initiate a request by contacting us at [1.800.884.5815](tel:1.800.884.5815) or via email at [onlineservice@cariloha.com](mailto:onlineservice@cariloha.com). Please have information available regarding when and where you purchased your product and receipt or other proof of purchase. Cariloha reserves the right to arrange for pick-up of your comfort base or require the disposal or alternative disposition of any product subject to a warranty claim in accordance with Cariloha's instructions.

## **Additional Terms and Conditions for Above Warranties**

Because Cariloha cannot control the quality of products sold by unauthorized sellers, the above warranties apply only to products that were purchased from Cariloha or a Cariloha authorized seller in the United States, unless otherwise prohibited by law. Cariloha reserves the right to reject warranty claims from purchasers for products purchased from unauthorized sellers, including unauthorized Internet sites.

This warranty does not include reimbursement for inconvenience, removal, installation, set up, loss of use, shipping, or any other costs or expenses not expressly covered in this warranty.

This warranty does not cover defects due to:

- Damage resulting from misuse or abuse.
- Damage caused by the repairs or replacement of parts by a person not authorized by Cariloha.
- Damage caused by any Cariloha comfort base having been mishandled (including during shipping), damaged caused by physical abuse or an improper power supply, or damage caused by use in a manner inconsistent with procedures outlined in Cariloha's owner's manual or warranty.
- Damage if the recommended weight restrictions are exceeded.
- Being used in any environment or a commercial setting for which it was not intended.

This warranty does not cover costs you incur for unauthorized service calls, including, but not limited to, those for the purpose of educating you about the Cariloha comfort base or locating properly functioning power outlets.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL CARILOHA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **WORKING WEIGHT LIMITS**

Although your comfort bases have been rigorously tested within the recommended weight limits, to maintain the highest quality standards, exceeding the recommended weight limits voids your warranty. The recommended weight restriction is 700 lbs, and is calculated to include the weight of the mattress.

## **CONTACT US**

If you have any questions regarding this product (including weight restrictions), whether a seller is an authorized Cariloha seller, or if you need assistance with set up and troubleshooting, please call Cariloha Customer Service: [1-800-884-5815](tel:1-800-884-5815). If you would like a physical copy of this warranty, feel free to print this webpage, or contact us at the phone number above, and we'd be happy to send you a copy.

Last Updated: February 1, 2023

## **Mattress Limited Warranty for the United States**

### **10 Year Limited Warranty**

Cariloha, LLC ("Cariloha") warrants to the original end user purchaser that its Cariloha mattress purchased from Cariloha or a Cariloha authorized seller in the United States will be free from defects in workmanship and materials for a period of 10 years from the date of delivery to the original end user purchaser, subject to specific limitations subsequently set forth in this limited warranty. Because Cariloha cannot control the quality of products sold by unauthorized sellers, this limited warranty applies only to products purchased from Cariloha or a Cariloha authorized seller in the United States. Cariloha reserves the right to reject warranty claims from purchasers for products purchased from unauthorized sellers, including unauthorized internet sites.

This limited warranty covers deterioration in the cell-structure of the material that causes the mattress to have a visible indentation greater than three-fourths (3/4) of an inch, not associated with a sag in the foundation, box springs, or platform. It also covers a physical flaw in the mattress that causes the material to split or crack despite normal usage and proper handling. Should the mattress develop defects for reasons other than misuse or neglect within the 10-year limited warranty period, the mattress will be replaced or repaired at Cariloha's option, without cost to you. In the event identical materials are not available to be used in the repair of the mattress, Cariloha reserves the right to substitute other materials of equal or greater quality.

Proof of purchase and the date of manufacture of the mattress are required. The law label on the mattress will serve as a means of establishing the date of manufacture. Removal of the law label will void this limited warranty. You will be asked to provide a photograph of the label. A receipt, or canceled check, or other acceptable documentation demonstrating where and when you purchased the mattress can serve as proof of purchase.

Warranties do not cover merchandise purchased used, secondhand, or distressed or mattresses used in a commercial setting.

If you do experience any defects in materials or workmanship, please initiate a request by contacting us at [1.800.884.5815](tel:1.800.884.5815) or via email at [onlineservice@cariloha.com](mailto:onlineservice@cariloha.com). Cariloha reserves the right to arrange for pick-up of your mattress or require the disposal or alternative disposition of any product subject to a warranty claim in accordance with Cariloha's instructions.

The limited warranty does not cover defects due to the following conditions and circumstances:

- When mattress failure is due to causes other than defective workmanship or materials.
- If the mattress is used on a frame or bed rails without a continuously solid support surface.
- Being used in any environment or a commercial setting for which it was not intended.
- If the purchaser finds the mattress does not meet their comfort preference.
- The mattress has been cut, torn, burned, is abnormally soiled or unsanitary.
- When the mattress has been misused or abused.
- Normal wear and tear of the mattress.
- Damage for failure to follow manufacturer's use and care instructions

Cariloha reserves the right to refuse service when the mattress is found to be abnormally stained, soiled, or in unsanitary conditions.

Cariloha does not warrant against mold due to the fact that the environment the mattress is kept in once purchased is out of its control. Please note that viscose memory foam, latex foam, and polyurethane foam should never get wet or be kept in an environment with excessively high humidity.

Cariloha does not warrant that its mattresses are suitable for any medical conditions or that it will protect the user against bacteria, viruses, or other organisms.

Cariloha does not warrant against normal increases in softness of the foam material or a decrease in the elasticity of the foam material. Normal use will result in signs of routine aging. Slight body impressions may appear in the normal course of use, and some changes may occur in the support characteristics. This indicates your bedding is adjusting to your body to enhance comfort and should not be considered a manufacturer defect.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO THE PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE PERIOD OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL CARILOHA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

If you have any questions regarding your mattress, whether a seller is an authorized Cariloha seller, or if you need assistance with set up and troubleshooting, please call Cariloha Customer Service: [1-800-884-5815](tel:1-800-884-5815).

If you would like a physical copy of this warranty, feel free to print this webpage, or contact us at the phone number above, and we'd be happy to send you a copy.

Effective Date: February 1, 2023