

# **Adjustable Base: 20-Year Limited Warranty**

TEMPUR-PEDIC NORTH AMERICA, INC. (“TEMPUR-PEDIC“) GUARANTEES THAT WE WILL, AT TEMPUR-PEDIC’S OPTION, REPLACE OR REPAIR PURCHASER’S TEMPUR® ERGO SYSTEM™ IF IT IS DEFECTIVE DUE TO FAULTY WORKMANSHIP OR MATERIALS, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS WARRANTY.

## **YEAR 1 - FULL COVERAGE OF PARTS AND LABOR**

Your TEMPUR® Ergo System™ is warranted against defects in the workmanship or materials for a period of one (1) year from the warranty commencement date. Electronics, electrical components, drive motors and massage motors are included. Upon notice during the first year from the warranty commencement date, Tempur-Pedic will send replacement parts (at no cost to the purchaser) for any defective part to the purchaser, and Tempur-Pedic will pay all authorized labor and transportation costs associated with the repair or replacement of any parts Tempur-Pedic determines to be defective. This one (1) year warranty shall not apply if purchaser does not return any and all defective parts to Tempur-Pedic within 15 days of purchaser’s receipt of replacement part.

## **YEARS 2 AND 3 – FULL COVERAGE OF PARTS ONLY**

Upon notice during the years two and three (2 - 3) from the warranty commencement date, Tempur-Pedic will offer replacement parts for any defective part to the purchaser. Electronics, electrical components, drive motors and massage motors are included. This two (2) year warranty shall not apply if purchaser does not return any and all defective parts to Tempur-Pedic within 15 days of purchaser’s receipt of replacement part. Purchaser shall bear all service, transportation, labor, and shipping costs related to the delivery and/or replacement of the defective part.

## **YEARS 4 THROUGH 20 – PRORATED COVERAGE OF PARTS ONLY**

Upon notice during the fourth through the twentieth (4 – 20) years from the warranty commencement date, Tempur-Pedic will offer replacement parts (upon terms and conditions set forth in this paragraph) for any mechanical bed part found to be defective. Electronics, electrical components, drive motors and massage motors are excluded. Purchaser shall pay 1/17th of the then current replacement cost of the defective part multiplied by the number of years after three (3) years from the warranty commencement date, and Tempur-Pedic shall bear the remainder of the cost of the replacement part. This seventeen (17) year warranty shall not apply if purchaser does not return any and all defective parts to Tempur-Pedic within 15 days of purchaser’s receipt of replacement part. Purchaser shall bear all service, transportation, labor, and shipping costs related to the delivery and/ or replacement of the defective part. After the 20th year, purchaser shall bear the entire cost of repair and replacement of all parts and materials, including labor and transportation.

## **ADDITIONAL TERMS AND CONDITIONS**

This warranty does not apply; (a) to any damage caused by the purchaser; (b) if there has been any unauthorized repair or replacement of the unit’s parts; (c) if the unit has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any way inconsistent with the operation and maintenance procedures outlined in the Complete Reference Guide, this warranty, and any other applicable document published or approved by Tempur-Pedic; (d) to damage to mattresses, fabric, cables, electrical cords or items supplied by Resellers. Contact the Reseller or relevant party for warranty information on these items.; (e) if there has been any unnecessary service calls, including costs for in-home service calls solely for the purpose of

educating the consumer about the unit for finding an unsatisfactory power connection; (g) if the recommended weight restrictions are not followed (Twin Long, Split/Dual CA King – 300 lbs., Queen – 425 lbs.), the warranty will be void.

Repairs to or replacement of the TEMPUR Ergo System or its components under the terms of this limited warranty will apply to the original warranty period and will not serve to extend such period.

The decision to repair or to replace defective parts under this warranty shall be made, or case to be made, by Tempur-Pedic at its option and in its sole discretion.

REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY OF THE PURCHASER. THERE SHALL BE NO LIABILITY ON THE PART OF TEMPUR-PEDIC FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGE, CLAIM, OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS WARRANTY. THIS LIMITED WARRANTY DOES NOT INCLUDE REIMBURSEMENT FOR INCONVENIENCE, REMOVAL, INSTALLATION, SETUP TIME, LOSS OF USE, SHIPPING, OR ANY OTHER COSTS OR EXPENSES. TEMPUR-PEDIC MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY TEMPUR-PEDIC AND EXCLUDED FROM THIS AGREEMENT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every purchaser. This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state. This warranty is valid in all 50 states, Puerto Rico, and Canada. This warranty is valid only for the original purchaser of the product. An original purchaser is one who purchases the product directly from Tempur-Pedic North America, Inc. or an authorized Reseller of Tempur-Pedic North America, Inc. If you are not the original purchaser of this product, you take it “as is” and “with all faults.” If you did not purchase this TEMPUR Ergo System directly from Tempur-Pedic North America, Inc., we will require proof of purchase from you demonstrating that you are the original purchaser and eligible to make a valid claim under this warranty. This warranty begins on the “warranty commencement date” which is the date of purchase for new unused units, and the date of manufacture for units that have been used as floor or display models. Thus, on a floor model unit, the warranty is a portion of the limited 20-year warranty. If original proof of purchase is not provided by purchaser, Tempur-Pedic reserves the right to determine if the unit is not covered by this warranty or to use the manufacturing date as the warranty commencement date. This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state.

If you experience any trouble with your TEMPUR Ergo System during the warranty period, please consult the troubleshooting section of your Reference Guide. If problems persist after following these instructions, please call: 1-800-979-1457