

# LIMITED WARRANTY INFORMATION

## THIS LIMITED WARRANTY CONTAINS A BINDING AMERICAN ARBITRATION ASSOCIATION (AAA) ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION CLAIMS. PLEASE READ ALL TERMS HEREIN CAREFULLY AS THEY AFFECT YOUR RIGHTS.

All warranty claims for products purchased through Value City Furniture, American Signature Furniture, and Designer Looks Furniture will be handled by their Customer Service who can be reached by calling toll free 1-888-751-8553.

**Important:** Please see our website [www.sealy.com/contact-us/](http://www.sealy.com/contact-us/) for additional warranty information and for specific details on warranty claim dispute resolution including binding arbitration and class action waiver. You may also contact Sealy's Customer Service Department by calling 1-800-697-3259 toll-free. Your purchase of this product indicates acceptance of these terms. 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.

### What Should I Do if a Problem Occurs?

First, contact the retailer where you purchased your sleep set. If you cannot reach the retailer, or if you have moved, contact our Consumer Service line at 1-800-697-3259.

### Warranty Description

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.

WARRANTY CODE

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SERIAL NUMBER

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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.