

# WARRANTY COVERAGE

## LIMITED WARRANTY TERMS

Your new Nectar mattress is covered by a Limited Nectar Forever Warranty (the “Warranty”) for the full period of the original owner’s (“you”) ownership and use.

## WHO IS COVERED

This warranty is valid only for the original purchaser from the original purchase date of the Mattress and is non-transferable. The “original purchaser,” for the purposes of this Warranty, is the first purchaser of the Mattress from Nectar or a Nectar authorized retailer. Please retain a copy of your receipt as proof of purchase and owner.

If the original purchaser sells or otherwise relinquishes ownership of the mattress to another, this Warranty terminates and the subsequent owner accepts the product “as is” and “with all faults.”

## WHAT IS WARRANTED

This Warranty extends to mattresses manufactured by Nectar Sleep (“Nectar”) and purchased directly from Nectar or Nectar’s authorized retailers (the “Mattresses”). Some parts of this Warranty also extend to covers sold with Mattresses.

Nectar warrants the Mattress in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) for the full period of ownership by you and use by you commencing from the time your Mattress is purchased by you.

Replaced or repaired Mattresses are subject to the same Warranty as the original Mattress. For example, if you obtain a replaced or repaired Mattress the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress.

## THE FOLLOWING DEFECTS ARE COVERED

Deterioration causing the Mattress to have a visible indentation greater than one (1.5”) one and one half inches that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or bed base. Normal wear requires that a Mattress be continuously supported by a matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the Mattress and user(s).

Any physical flaw in the Mattress that causes the foam material to evidence degradation, split or crack, despite normal usage and proper handling.

Any manufacturing defect in the assembly of the Mattress Cover.

## **THIS MATTRESS WARRANTY DOES NOT COVER**

Any product which has been subject to misuse, neglect, accident or used in violation of instructions, including instructions to place mattress on proper bed frame.

A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.

Comfort preference.

Defects caused by physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains.

Mattresses sold “as-is”, “preconditioned”, “reconditioned”, “used”, “returned”, “previously owned”, or any other similar wording indicating that the Mattress is not “new” or of “first quality”, or has previously been purchased or used by another consumer.

## **WARRANTY REMEDY**

In the event of a Defect (as defined above), Nectar’s sole liability and your sole remedies under this Warranty will be:

1. For the first 10 years of ownership, we will replace your mattress with a brand new Nectar at absolutely no charge to you.
2. In years 10+ Nectar will completely repair and re-cover your Nectar, or replace your Nectar, at Nectar’s option. The only charge you will incur will be a transportation costs of \$50 each way, which charges will be waived if a Defect is confirmed to exist by Nectar.

## **CLAIMS & ARBITRATION**

### **YOUR RESPONSIBILITIES**

In order for this Warranty to apply, the Mattresses must be used on a firm, solid-surface, such as a bed base that is structurally capable of supporting the weight of the Mattress and user(s) for the entirety of its use.

You must return your Mattress or Mattress Cover and show proof of original purchase. In years 10+, You will be responsible for a \$50 shipping fee, each way, associated with shipping replaced or repaired Mattresses. This fee will be waived upon Nectar’s

confirmation of a Defect in materials or workmanship. At Nectar's option, Nectar may authorize you to provide photo evidence of defect in lieu of retuning the Mattress.

## **HOW TO MAKE A WARRANTY CLAIM**

Nectar Sleep

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## **WARRANTY LIMITATIONS, DISCLAIMERS, AND LIMITATION OF LIABILITY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, NECTAR LIMITS THE DURATION OF SUCH WARRANTIES TO THE SHORTER OF EITHER A) THE DURATION OF THIS WRITTEN WARRANTY, OR B) ANY MAXIMUM DURATION FOR IMPLIED OR STATUTORY WARRANTIES PROVIDED BY STATUTE. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NECTAR LIMITS THE REMEDIES FOR SUCH WARRANTIES TO, AT NECTAR'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL NECTAR OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE NECTAR MATTRESS 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 NECTAR HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF

ANY LIMITED REMEDY. NECTAR'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE MATTRESS GIVING RISE TO SUCH LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **ARBITRATION**

In the event a dispute arises between you and Nectar arising out of this 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. Arbitration will take place in San Francisco, CA. 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. The AAA may require information related to your product including purchase information. 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. Any 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.

You must seek arbitration for disputes arising out of this Limited Mattress 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 by the Magnuson-Moss Warranty Act.

## **GOVERNING LAW**

This Limited Warranty will be governed by the laws of the State of California.

## WARRANTOR

DreamCloud, LLC

Nectar Sleep

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