

Warranty Description

All Sealy®, Sealy Posturepedic®, Optimum®, and Stearns & Foster® mattresses and flat, non-adjustable foundations are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term “product” means any flat, non-adjustable foundation and any mattress manufactured by or for Sealy, Inc. (“Sealy”). Sealy warrants that it will, at Sealy’s option, replace or repair Purchaser’s Sealy product sold in the U.S. 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 contract. 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 purchased. 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” (except as specifically provided herein) or to products sold by unauthorized resellers, including without limitation, unauthorized resellers on third party websites, including, without limitation, Craigslist, eBay, Amazon, etc. Unauthorized resellers are not “original purchasers” for the purpose of this Limited Warranty. 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 PURCHASER IS THE ORIGINAL PURCHASER AND THE PRODUCT WAS PURCHASED FROM AN AUTHORIZED RETAILER, AND 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 EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR**

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 1) a rigid bridge bar with a supporting leg and 2) at least 5 legs, or 5 equally spaced hardwood cross-slats.

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. However if there is a warranty defect not caused by the abuse or damage then the mattress would be covered under the standard warranty.
3. Damage associated with an improper bed frame, foundation, or adjustable base. See above description and 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.
65. Floor models or demonstration samples (“demos”) sold at a discount (See separate warranty for demos and floor models).
6. Product sold by resellers who are not authorized 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 1½" for Latex or Innerspring mattresses, or less than ¾" for Memory Foam mattresses, IS NOT COVERED. If it is determined that an indentation is caused by misuse, abuse or factors other than a product defect, this warranty will not cover that condition.

Product Replacement Terms

Except as otherwise provided herein, Sealy will not charge purchaser to repair or replace purchaser’s mattress or flat foundation if it is deemed defective during the length 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 product. The warranty for the replacement product runs from the date of original purchase of the replaced product. Be it noted that any thermoelectric cell, fan, hose or remote provided with, or contained with, any Sealy product is warranted for five (3) years, such period commencing from the time of purchase of the product except if the product is a demonstration or floor model, which in such case the warranty period commences with the manufacturing date of the product as provided on the product's law tag. In the event that such thermoelectric cell, fan, hose or remote is deemed defective, Sealy may, at Sealy's choice, repair or replace such component. In the event that repair is necessary, such repair will be at no charge to the Purchaser except for transportation costs associated with such repair or 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, it may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. In the event of an upgrade as described in this paragraph, a new warranty will be provided for the upgraded pieces only.

Comment [h1]: Need to confirm with business team if this is the warranty period being offered for IdealTemp as previously 3 years was discussed but not finalized

Mattress Cover

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 said cover. 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. THEREFORE, IF PURCHASER USES INAPPROPRIATE MATTRESSES OR BED FRAMES WITH THIS FOUNDATION, SUCH USE WILL VOID THIS LIMITED WARRANTY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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. Sealy reserves the right to invalidate this Limited Warranty 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, etc.) 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 purchaser’s foundation if it is deemed defective, 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 warranty for the replacement foundation runs from the date of original purchase of the replaced foundation. 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, it may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. In the event of an upgrade as described in this paragraph, a new warranty will be provided for the upgraded pieces only.

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. 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.

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 or call 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.

You may contact Sealy’s Customer Service Department by calling toll-free _____ or by sending an email to _____.

PLEASE RETAIN THIS LIMITED WARRANTY AND ORIGINAL PROOF OF PURCHASE FOR AT LEAST 10 YEARS FROM YOUR DATE OF PURCHASE.