

# Limited Warranty for TEMPUR-Up™ Foundation

TEMPUR-PEDIC NORTH AMERICA, LLC (“TEMPUR-PEDIC”) WARRANTS THAT IT WILL, AT TEMPUR-PEDIC’S OPTION, REPLACE OR REPAIR PURCHASER’S TEMPUR-UP™ FOUNDATION IF IT IS DEFECTIVE DUE TO FAULTY WORKMANSHIP OR MATERIALS, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS WARRANTY. TEMPUR-PEDIC UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF.

THIS WARRANTY APPLIES ONLY TO TEMPUR-UP™ FOUNDATION. THIS MODEL MAY BE IDENTIFIED BY REFERENCE TO THE SERIAL NUMBER ON THE PRODUCT.

## YEARS 1 THROUGH 3: FULL COVERAGE OF PARTS AND LABOR

TEMPUR-Up™ Foundation is warranted against defects in the workmanship or materials for a period of three (3) years from the warranty commencement date. During these first three years of the Warranty, the entire product is so covered, including factory supplied electronics, electrical components, drive motors and power supply components. Upon notice during the first through third year from the Warranty commencement date, Tempur-Pedic will send replacement parts to the Purchaser, at no cost, in order to replace any such defective part. In addition, Tempur-Pedic will pay all authorized labor and transportation costs associated with the repair or replacement of any parts which Tempur-Pedic determines to be defective. This three (3) year warranty shall not apply if the purchaser does not return any and all defective parts to Tempur-Pedic within 15 days of purchaser’s receipt of such replacement parts furnished. Return of the Base, however, should it need to be replaced, is not required.

In no instance will this Warranty cover any damage attributable to misuse or to normal wear and tear or to excessive weight placed upon the product. Nor will this Warranty cover any purchaser other than the original purchaser nor will it cover product purchased from an unauthorized third party. If you are not the original purchaser of this product, you take “as is” and “with all faults.” If you did not purchase this TEMPUR-Up™ Foundation directly from Tempur-Pedic we will require proof of purchase from you demonstrating that you are the original purchaser and are eligible to make a valid claim under this Warranty.

## YEARS 4 THROUGH 5: FULL COVERAGE OF PARTS ONLY

Upon notice during the years four (4) and five (5) from the warranty commencement date, Tempur-Pedic will offer replacement parts for any defective parts to the purchaser. Factory supplied electronics, electrical components, drive motors and power supply components 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.

## BASE ONLY—YEARS 1 THROUGH 15 WARRANTY

Notwithstanding the above, Tempur-Pedic extends a 15 Year Warranty on the Base itself used in this product. Specifically, Tempur-Pedic warrants that for a full 15 years, any defect in the workmanship or the materials used in the Base itself shall be covered. The 15 year time span will be dated from the commencement of this Warranty. For purposes of this 15 Year Warranty, the Base consists of the wooden and metal structure of the Foundation and specifically excludes its cover, decking and legs, actuator lift motors, control box, remote controls, power supply, and any power supply cords. Return of the Base should it need to be replaced, is not required.

A proper bed frame must provide sturdy support for both the mattress and foundation. Tempur-Pedic highly recommends either:

- (i) leg accessories designed for TEMPUR-Up™ Foundation (provided by Tempur-Pedic at an additional cost)
- (ii) a 3 bed beam support system (provided by Tempur-Pedic at an additional cost), OR

- (iii) a support system of similar quality that is designed specifically to give slatted style bed frames additional structural support. For slatted style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support for that particular slatted style frame.

Failure to have a proper bed frame may invalidate the Warranty.

This Warranty and other performance warranties are based on tests conducted on “sets” that consist of our mattresses and foundations. Tempur-Pedic foundations should be placed on a bed frame that is structurally capable of supporting the weight of the purchaser’s Tempur-Pedic mattress, foundation, and user(s). IF PURCHASER USES INAPPROPRIATE BED FRAMES WITH THIS FOUNDATION, SUCH USE WILL VOID THIS WARRANTY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Tempur-Pedic may require proof of the quality of bed frame if purchaser makes a claim under this warranty. Tempur-Pedic reserves the right to invalidate this warranty if the foundation is found to be in an unsanitary condition.

The Consumer Product Safety Commission has created the Standard for the Flammability (Open Flame) of Mattress Sets in Federal Register 16 CFR Part 1633. Foundations are specified for use with particular mattresses and therefore use outside of these specifications, should not be construed as 16 CFR Part 1633 compliant.