

## PRODUCT WARRANTY DESCRIPTIONS

### **2 Year Manufactured Warranty**

All products in Accord Comfort Sleep Systems' bedding line, including sheets, pillows, mattress protectors, and weighted blankets, hold a full two year warranty on all manufacturing defects.

### **5 Year Prorated Warranty**

Select mattresses in Accord Comfort Sleep Systems' catalog hold a 5 year prorated warranty. This coverage is full in the first whole year, while being prorated by 20% of mattress value, each year, after year one. Mattresses in this warranty category include: CopperRest Jade and Bliss.

### **10 Year Prorated Warranty**

Select mattresses in Accord Comfort Sleep Systems' catalog hold a 10 year prorated warranty. This coverage is full in the first whole year, while being prorated by 10% of mattress value, each year, after year one. Mattresses in this warranty catalog include: DUO, Whisper Breeze, and Gentle Night.

### **10 Year Full Warranty**

Select mattresses and adjustable bases in Accord Comfort Sleep Systems' catalog hold a full 10 year warranty. This coverage is full throughout the 10 year period. Products in this category include: CopperRest Silver, CopperRest Gold, CopperRest Platinum, Accord Comfort Adjustable Base, and DUO Hospitality.

### **15 Year Full Warranty**

Select mattresses in Accord Comfort Sleep Systems' catalog hold a full 15 year warranty. This coverage is full throughout the 15 year period. Products in this category include: GAIA, Aurora, and DUO Hybrid+.

### **60 Night Sleep Guarantee**

Each mattress in Accord Comfort Sleep Systems' catalog holds a 60 night sleep guarantee. This allows customers to have 60 full nights to return their mattress with no questions asked.

## WARRANTY DESCRIPTION

All Accord Comfort Sleep Systems® mattresses are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term “product” means any Accord Comfort Sleep Systems mattress. Accord Comfort Sleep Systems, LLC warrants that it will, at Accord Comfort Sleep Systems’ option, replace or repair Purchaser’s Accord Comfort Sleep Systems 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. Accord Comfort Sleep Systems 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 Accord Comfort Sleep Systems or an authorized retailer of Accord Comfort Sleep Systems 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 Accord Comfort Sleep Systems 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 ACCORD COMFORT SLEEP SYSTEMS, 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

Accord Comfort Sleep Systems 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 Accord Comfort Sleep Systems 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 PURPOSE.**

Accord Comfort Sleep Systems 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. Accord Comfort Sleep Systems makes no representations whatsoever as to the structural integrity or rated load for any frame, foundation, or adjustable base not manufactured by or for Accord Comfort Sleep Systems. Accord Comfort Sleep Systems reserves the right to invalidate this Limited Warranty if the foundation is determined, in Accord Comfort Sleep Systems' reasonable discretion, to be inadequate or if the mattress is found to be in an unsanitary condition.

This Limited Warranty covers the following items during normal wear:

1. Deterioration causing the mattress to have a visible indentation greater than three-fourths (0.75) of an inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a purchaser's 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 foundation.
  - A proper bed frame must provide sturdy support for both the mattress and foundation; including a center support and having at least 5-6 legs for queen, king and cal king and 4 leg support for twin and full mattresses. For queen, king, and cal king slatted style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support for the mattress and foundation in view of that particular slatted style frame. Failure to have a proper bed frame may invalidate the limited warranty. The use of a bed frame is important for the life and protection of your sleep system. Neither mattresses, individually, nor sleep systems (mattress and foundation combination) are intended to sit/lay flat on the floor or on a waterbed frame or platform of untreated wood or untreated wood covered with fabric.
  - Please Note: Accord Comfort Sleep Systems highly recommends an Accord Comfort Adjustable Base or a support system of similar quality that is designed specifically to give slatted style bed frames for queen, king and cal king mattresses additional structural support.

This Limited Warranty does not cover:

1. A normal increase in softness of the pressure-relieving material which does not affect the pressure-relieving qualities of the mattress.
2. Comfort preference.
3. 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.

4. Damage associated with an improper bed frame, foundation, or adjustable base. See above description and illustrations for a proper bed frame.
5. Replacement of the accompanying piece in the Accord Comfort sleep system where only one piece is defective, unless that accompanying piece is also defective.
6. Floor models or demonstration samples (“demos”) sold at a discount (See separate warranty for demos and floor models).
7. Product sold by resellers who are not authorized retailers.
8. 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

## Product Replacement Terms

Except as otherwise provided herein, Accord Comfort Sleep Systems 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 Accord Comfort Sleep Systems 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 pump, hose or remote provided with, or contained with, any Accord Comfort Sleep Systems product is warranted for five (5) 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 pump, hose or remote is deemed defective, Accord Comfort Sleep Systems may, at Accord Comfort Sleep Systems’ 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.

## 2 Year Manufacture Warranty

Any 2 year manufacturing warranty only applies to manufacturing defects such as:

- Tears in the fabrics
- Discolorations
- Indentations or compression of 25% of size