

## **Innovative Sleep Technologies Ten Year Limited Warranty**

Innovative Sleep Technologies warrants to the original consumer purchaser that the motorized adjustable bed foundation, adjustable bed frame or adjustable bed (hereinafter referred to as “adjustable bed” or “adjustable beds”) are free from defects in workmanship and material as provided herein. This Limited Warranty is not transferable, and coverage terminates if the original consumer purchaser (“purchaser”) sells or otherwise transfers the product.

### **If you wish to make a claim**

You must contact the Innovative Sleep Technologies dealer from whom the product was purchased, or if not available, Innovative Sleep Technologies 1 888-821-1555 within thirty days of discovery of the problem with the serial number and the original sale receipt which identifies the date of purchase.

### **What we will do**

**Years 1-3: Full Coverage Parts and Labor Warranty** This adjustable bed is warranted against defects in the workmanship or materials for a period of up to three (3) years from the date of purchase for adjustable beds bought new. Innovative Sleep Technologies will send replacement parts (at no cost to the purchaser provided the purchaser resides in the contiguous United States also known as the Lower 48 and the District of Columbia) for any defective adjustable bed part to the purchaser, and Innovative Sleep Technologies will pay all pre-authorized labor and transportation costs associated with the repair or replacement of any parts which Innovative Sleep Technologies determines to be defective. This three (3) year warranty shall not apply if purchaser does not return any and all defective parts to Innovative Sleep Technologies within 15 days of purchaser’s receiving of replacement part(s).

**Years 4-10: Limited Warranty** If the problem occurs in the fourth through tenth year following purchase for adjustable beds bought new Innovative Sleep Technologies will offer replacement parts (upon terms and conditions set forth in this paragraph) for any mechanical adjustable bed part found to be defective. Electronics, electrical components, drive motors and massage motors are excluded. Purchaser shall pay 1/10th of the then current replacement cost of the defective part multiplied by the number of years the purchaser has owned the adjustable bed for those beds bought new. Innovative Sleep Technologies shall bear the remainder of the cost of the replacement part. This limited warranty shall not apply if purchaser does not return any and all defective parts to Innovative Sleep Technologies within 15 days of purchaser’s receipt of replacement part. To the extent permitted by law, the purchaser shall bear all service, transportation, labor and shipping costs related to the delivery and/or replacement of the defective part.

### **This limited warranty does not cover or apply**

This Limited Warranty does not apply: (a) to any damage caused to the adjustable bed by the purchaser; (b) if there has been any unauthorized repair or replacement of the adjustable bed or parts; (c) if the adjustable bed has been mishandled whether in transit or by other means, subjected to physical or electrical abuse or misuse, or otherwise operated in any way inconsistent with the operation and maintenance procedures outlined in the Owner’s Manual, this limited warranty, and any other applicable document published or approved by Innovative Sleep Technologies; (d) in relation to damage to mattresses, fabric, cables, electrical cords or items supplied by dealers (also known as retailers or resellers); (e) if there has been any unnecessary service calls, including costs for in-home service calls

solely for the purpose of educating the purchaser about the adjustable bed and/or for finding an unsatisfactory power connection; (f) if the recommended weight guidelines for proper distribution of weight as stated in the Owner's Manual are not followed; (g) for adjustable beds used in commercial type settings, such as but not limited to dormitories, hotels and rentals; (h) for adjustable beds previously used as floor samples.

**Additional terms and conditions**

No reimbursement will be made to the purchaser for the inconvenience, removal, installation, setup time, lack of use, shipping, or any other costs or expenses not covered by this limited warranty. Innovative Sleep Technologies holds no responsibility for in-home service on adjustable beds. Purchaser should contact his dealer for any terms and conditions relating to purchaser's in-home service if any.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, HIS LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND NO ONE IS AUTHORIZED TO ASSUME OR UNDERTAKE FOR INNOVATIVE SLEEP TECHNOLOGIES OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT. INNOVATIVE SLEEP TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGE OF WHATEVER KIND, INCLUDING PERSONAL INJURIES OR DAMAGE TO PROPERTY, EXCEPT AS PROVIDED HEREIN.

This warranty is made by Innovative Sleep Technologies and is not made by or on behalf of its distributors, retailers or any other party. Some states do not allow the exclusion or limitation of incidental or consequential damages or the exclusion of implied warranties or the limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

PLEASE HAVE THE FOLLOWING INFORMATION AVAILABLE TO HELP PROCESS YOUR CLAIM:

- Name
- Phone #
- Address
- Address
- City
- State Zip
- Email
- Store where purchased
- Serial #
- Invoice #