

Innovative Sleep Technologies (Symphony Sleep) Ten Year Limited Warranty

Innovative Sleep Technologies Inc. ("Symphony Sleep") warrants to the original consumer purchaser that the following components of the mattress are free from defects in workmanship and material: memory foam topper and poly foam base. This Limited warranty lasts for ten years following the date of purchase. This Limited Warranty is not transferable and coverage terminates if the original consumer purchaser sells or otherwise transfers the product. For products for commercial use, please refer to paragraph VII.

THIS LIMITED WARRANTY DOES NOT COVER OR APPLY TO:

- I. The mattress cover, zipper and any impressions that are found to be related to sagging or structural defects of the foundation or platform. (Queen size (60" width) and a king size (72" and 76" width) mattress and/or foundation warranties will apply only when the bed is supported by a frame with a rigid cross support having one or more center legs or bed rails with a rigid cross support having one or more center legs);
- II. Deterioration of the quilt top or foam cell structure that would show a visible indentation of 1 1/2 inch or less;
- III. Product that has sustained physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage or stains.
- IV. Consequential damages including but not restricted to damage to persons or property other than the product itself;
- V. Incidental damages such as loss of time, loss of use and rental charges;
- VI. The decrease in the slow recovery of the memory foam and normal increase in softness of the viscoelastic material, and;
- VII. Mattresses used in commercial-type settings, such as but not limited to dormitories, hotels and rentals. Mattresses used in commercial-type settings are warranted to the original purchaser against manufacturing defects for up to ninety (90) days from the date of purchase.

ADDITIONAL TERMS AND CONDITIONS

First five years after the purchase: If the defect occurs within the first five years of purchase, we will repair or replace it at our option and without charging the defective mattress.

Sixth through the tenth year from purchase: If the defect occurs in the sixth through tenth years following the purchase, we will attempt to repair the defective covered mattress. If the mattress needs to be replaced, you will be responsible for all related charges not to exceed the current mattress price minus a credit for the remaining prorated value of the mattress (20% of the current mattress price for each year remaining on the ten-year limited warranty). If the covered mattress is no longer available, we will choose a comparable mattress and the same prorated formula will be used.

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.

THIS 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 Inc. ("Symphony Sleep") OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT. Some states or provinces 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 or province to province. To the extent that the provisions of any applicable legislation expressly replaced, eliminate, amend, extend or prohibit any term or terms contained in this warranty, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.

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

Name / Phone # / Address , City, State, Zip / Email / Store where purchased / Copy of Store Invoice and/or receipt