

Symphony Sleep One Year* Limited Warranty

INNOVATIVE SLEEP TECHNOLOGIES PRODUCT WARRANTY TERMS

Innovative Sleep Technologies, L.L.C. ("Innovative Sleep Technologies") warrants that the product will conform to the manufacturer's specifications and be free from defect in materials or workmanship. The Purchaser's exclusive remedy for a breach of this warranty is limited to repair, replacement, or refund of the product at the discretion of Innovative Sleep Technologies. This warranty does not apply in any way to the contents of the product, including but not limited to, personal properties stored in the product by the Purchaser.

DURATION OF WARRANTY AND GEOGRAPHIC LIMITATION

This warranty expires 12 months after purchase, unless an extended warranty is purchased, and applies only to products located in North America. Time is calculated from the date of purchase of the product (proof of purchase required).

WHO IS COVERED

This warranty is only enforceable by the original Purchaser and is non-transferable and non-assignable.

QUALIFICATION

The product may only be returned to Innovative Sleep Technologies under the warranty terms detailed herein. Innovative Sleep Technologies, in its discretion, will determine whether the product qualifies for repair, replacement, or refund under this warranty. If it does not qualify for repair, replacement, or refund by Innovative Sleep Technologies, then Innovative Sleep Technologies will notify the Purchaser of the estimated cost of repair or replacement and will obtain Purchaser's authorization prior to proceeding. Innovative Sleep Technologies is not responsible for any labor or service charges related to the removal or installation (or reinstallation) of the product at any time or for any contents, personal properties, valuables or others that may be stored in the product.

Innovative Sleep Technologies will not pay any costs for repairs performed by anyone other than Innovative Sleep Technologies or its pre-authorized designee, unless in each instance Innovative Sleep Technologies has given prior written approval of such repair. If a warranty repair is completed by an Innovative Sleep Technologies certified technician prior to obtaining an approval from Innovative Sleep Technologies, then Innovative Sleep Technologies reserves the right to refuse (i) payment to the service provider or (ii) reimbursement to the Purchaser. This warranty is void if the Purchaser replaces or attempts to replace or repair the product through a non-Original Equipment Manufacturer. If Innovative Sleep Technologies, in its discretion, determines that damage to the product is a total loss and that repairs would exceed the original cost of the product, Innovative Sleep Technologies reserves the right to decline to repair the product and choose an alternative warranty remedy. Any exception made to this warranty by Innovative Sleep Technologies, in its discretion, does not constitute a change in policy, nor is there a guarantee that the same decision will apply in the future.

WARRANTY COVERAGE AND LIMITATIONS

This warranty applies if a product is found by Innovative Sleep Technologies, in its sole discretion, to be defective in materials or workmanship. This warranty does not apply to:

1. Battery corrosion or replacement, normal wear and tear, scratches, abrasions, or maintenance.
2. Damage, defect, deterioration, or malfunction, of any kind, resulting from:
 - improper installation, repair, operation, storage, or misuse of the product, or conduct of similar nature;
 - failure to follow instructions on or provided with the product or by Innovative Sleep Technologies; natural disaster or severe weather events including earthquake, hurricane, tornado, tsunami, wildfire, or flood, etc.;
 - acts of terrorism, war, explosions, etc.;
 - use of paints, solvents, or other chemicals or matters that come in contact with the product;
 - accident, abuse, negligence, use under conditions that the product is not designed for, use of parts or equipment that are not approved by Innovative Sleep Technologies, incorrect or unauthorized use, modifications, alterations, damage caused by fire or fire-fighting appliances and other similar causes of damage; or
3. Any defects or damage resulting from inadequate or incorrect transport to any location including return to Innovative Sleep Technologies, unless Innovative Sleep Technologies has explicitly accepted written responsibility for this.



ONSITE SERVICE

If Innovative Sleep Technologies approves onsite services to inspect and/or repair the product at the product's location, then Innovative Sleep Technologies will arrange for a visit by an onsite technician. If the onsite technician determines that the problem is caused by one of the enumerated warranty exclusions above, then the Purchaser will be responsible for all costs related to the onsite service.

Innovative Sleep Technologies may request billing or payment authorization or a deposit from Purchaser in advance of such onsite Innovative Sleep Technologies does not provide the onsite services itself. Onsite technicians are independent contractors and not employees of Innovative Sleep Technologies. Innovative Sleep Technologies sometimes arranges for the work of onsite services directly, and sometimes through other parties that contract with onsite technicians. Innovative Sleep Technologies makes no guarantee that it will be able to arrange onsite services within a specific period of time, if at all. Purchaser should exercise caution and common sense when interacting with onsite technicians to protect Purchaser's personal safety and property, which are not responsibilities of Innovative Sleep Technologies. Purchaser is responsible for verifying the identity of the onsite technician upon arrival and for ensuring that the location where the onsite services are to be performed is safe and secure and that the onsite technician has free and clear access to such location.

CLAIM PROCEDURE

INNOVATIVE SLEEP TECHNOLOGIES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONSITE SERVICES OR THE ONSITE TECHNICIANS. ALL ONSITE SERVICES ARE PROVIDED TO PURCHASER ON AN "AS-IS" AND "AS AVAILABLE" BASIS. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED HEREIN, IN NO EVENT WILL INNOVATIVE SLEEP TECHNOLOGIES HAVE ANY LIABILITY IN CONNECTION WITH THE ONSITE SERVICES. INNOVATIVE SLEEP TECHNOLOGIES WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONDUCT OF ANY ONSITE TECHNICIAN AND INNOVATIVE SLEEP TECHNOLOGIES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, DAMAGES, OR LOSSES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE ONSITE SERVICES.

To initiate a claim under this Warranty, the Purchaser must first contact Innovative Sleep Technologies at 888-821-1555 or Warranty@Innovasleeptech.com with proof of purchase. Once a claim has been initiated and prior to the return being approved, Innovative Sleep Technologies will ask the purchaser to submit photos of the alleged damage and other information as needed by Innovative Sleep Technologies. Replacements from Innovative Sleep Technologies will be shipped with prepaid shipping and handling. If Innovative Sleep Technologies determines that a product is defective, then it will facilitate the return shipping of the product from the Purchaser back to Innovative Sleep Technologies. The Purchaser should ensure that the product is packed in the original packaging, include proof of purchase and RMA Number, and mail the return to the following address:

C/O Innovative Sleep Technologies
5895 N Lindbergh Dr.
Hazelwood, MO 63042
Attn: Return Department

If the original packaging is not available then the product should be packed securely to avoid damage during shipping. Innovative Sleep Technologies will not be responsible for any damage that occurred during shipping. Any product that is returned without proof of purchase and a Return Material Authorization (RMA) number will be handled as if it was without warranty. Innovative Sleep Technologies will perform repair or replacement within a reasonable time. Innovative Sleep Technologies is not obliged to perform any repair or replacement at any particular location.

LIMITATION OF LIABILITY

INNOVATIVE SLEEP TECHNOLOGIES' LIABILITY UNDER THIS WARRANTY WILL BE LIMITED SOLELY TO THE REPAIR OR REPLACEMENT OF THE PRODUCT, OR PARTS THEREOF, OR REFUND TO THE PURCHASER OF THE ORIGINAL PURCHASE PRICE THEREOF AS DETERMINED BY INNOVATIVE SLEEP TECHNOLOGIES IN ITS SOLE DISCRETION. IN NO EVENT WILL INNOVATIVE SLEEP TECHNOLOGIES BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR CONNECTED WITH AN ORDER OR THE PERFORMANCE OR BREACH THEREOF, FROM THE DESIGN, MANUFACTURE, SALE, OR DELIVERY OF THE PRODUCT OR RELATING TO THIS WARRANTY OR THE SUBJECT MATTER OF THIS WARRANTY. SUCH DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT, DELAYS, OR CLAIMS OF CUSTOMERS OF THE PURCHASER OR OTHER THIRD PARTIES FOR SUCH OTHER DAMAGES, LOSS OF THE CONTENTS OF THE PRODUCT, THE COST OF SUBSTITUTE EQUIPMENT OR SERVICES, DOWNTIME, OR ANY INJURY (PROPERTY OR BODILY). INNOVATIVE SLEEP TECHNOLOGIES' MAXIMUM LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR CONNECTED WITH AN ORDER OR THE PERFORMANCE OR BREACH THEREOF, FROM THE DESIGN, MANUFACTURE, SALE, OR DELIVERY OF THE PRODUCT, OR RELATING TO THIS WARRANTY OR THE SUBJECT MATTER OF THIS WARRANTY WILL IN NO CASE EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT PAID BY THE PURCHASER. IN NO EVENT WILL INNOVATIVE SLEEP TECHNOLOGIES BE LIABLE FOR ANY DAMAGES, RISKS, HAZARDS, LOSSES OR OTHER CONSEQUENCES OF ANY NATURE RESULTING FROM THE PURCHASER'S OR ANY THIRD PARTY'S OWNING OR USING THE PRODUCT, FAILURE TO CHANGE PRODUCT BATTERIES, OR LOSS OF ANY PASSWORD, KEYCODE OR OTHER ACCESS CODE. INNOVATIVE SLEEP TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY DAMAGES, RISKS, HAZARDS, LOSSES OR OTHER CONSEQUENCES OF ANY NATURE RESULTING FROM PURCHASER'S OR ANY THIRD PARTY'S INABILITY FOR ANY REASON TO OPEN THE PRODUCT OR ACCESS THE CONTENTS OF OR STORED IN THE PRODUCT. INNOVATIVE SLEEP TECHNOLOGIES MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS DELIVERED HEREUNDER. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. INNOVATIVE SLEEP TECHNOLOGIES DISCLAIMS ALL LIABILITIES FOR INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY BY INNOVATIVE SLEEP TECHNOLOGIES WITH RESPECT TO THE PRODUCT AND NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER BY LAW OR CUSTOM, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR DESIGN, OR CONFORMANCE WITH SAMPLE OR PRE-CONTRACT REPRESENTATIONS WILL APPLY. INNOVATIVE SLEEP TECHNOLOGIES, IN ITS DISCRETION, RESERVES THE RIGHT TO AMEND THIS WARRANTY FROM TIME TO TIME. SUCH AMENDMENT SHALL BE APPLICABLE TO ANY PRODUCT PURCHASED PRIOR TO THE "LAST UPDATED" DATE NOTATED AT THE BOTTOM OF THIS WARRANTY.



Thank you!

Dreaming in harmony

SymphonySleep.com

1 Year
Warranty