



ADJUSTABLE BASE

BEDGEAR® 3 YEAR LIMITED WARRANTY & 365 NIGHT GUARANTY

BEDGEAR wants you to have 100% of the comfort and support you need to get a great night's sleep so you can Wake Ready each day with our Performance® bedding products. We want to make sure our bedding products live up to their intent. That's why we have created a 365 Night Guaranty that covers "wear and tear" and goes well beyond any traditional bedding manufacturer's warranty. And Our 365 Night Guaranty is extended to a full 3 years from your date of delivery; all warranty restrictions apply.

BEDGEAR has a 3-year limited warranty on the adjustable base, electronics and motor systems. The adjustable base, electronics and motor system are warranted against any defects in workmanship or material for a period of three years from date of retail purchase. Any part found to be defective will be repaired or replaced at no cost to the original purchaser.

TERMS AND CONDITIONS

The warranty does not apply (a) to any damage caused by the purchaser, (b) if there has been any modification to the adjustable bed base or motor system, (c) if the recommended weight restrictions are not followed (650 lbs including the mattress), (d) if the foundation is damaged during move from original delivery location. The warranty will be voided in these instances. The limited warranty does not include reimbursement for any inconvenience, removal, fees, installation, costs, setup time or loss of use.

Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL BEDGEAR OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE ADJUSTABLE BASE OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF BEDGEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BEDGEAR'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE ADJUSTABLE BASE GIVING RISE TO SUCH LIABILITY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.



Arbitration

In the event a dispute arises between you and BEDGEAR arising out of this Limited Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators’ award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators’ award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

Governing Law

This limited warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.

Warrantor

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