



## 10-Year Limited Warranty – Organic Latex Mattresses

Beginning on the date of purchase, your new mattress is covered by a 10-year limited warranty (the “Mattress Warranty”). The Mattress Warranty is non-transferable and extends only to the original purchaser.

During the warranty period, the manufacturer, at their option, will replace or repair the defective parts. The manufacturer reserves the right to substitute materials of equal value and quality. Repair or replacement does not extend the original warranty period.

### Defects Covered Under the Mattress Warranty

The Mattress Warranty only covers visible permanent indentations equal to or greater than 1.5” when no weight is being applied to the top of the mattress. Minor body impressions are a normal part of any mattress, and it is recommended that users rotate their mattress head-to-toe, once a month for the first six months, then every other month for the life of the mattress. We also recommend flipping and rotating the top few layers of the mattress to ensure even wear.

When at all possible, structural issues or defects will be addressed one layer or component at a time. A defective layer (or layers) does not qualify the purchaser for a complete replacement mattress.

### Mattress Foundation / Bed Frame Requirements for Warranty Coverage

**Due to the unique elastic characteristics of latex mattresses, your new mattress MUST be used with an appropriate mattress foundation or platform bed frame to qualify for the Mattress Warranty.**

The platform bed frame and/or mattress foundation parameters include: (1) the spacing between the slats must be no greater than 3”; (2) the slats must be at least 2” wide (3) the slat spacing must not exceed the slat width by more than 1/2”; (4) the slats must be supported by a full-length mid-rail with at least one mid-rail support that reaches the floor; (5) the surface must be rigid and cannot contain foam and/or springs. **As a rule of thumb, there must be more support than air to ensure proper support for your new latex mattress.**

If the Mattress is placed on a solid platform (or the floor), there is an increased risk of excessive moisture damaging the mattress. Under no circumstance are moisture-related issues covered under the Mattress Warranty.

***Adjustable bed frames are permissible under the Mattress Warranty, provided the above support requirements are met. Please note that these frames put undue stress on the mattress and significantly increase the probability of large permanent indentations forming. Furthermore, creasing is a feature of Adjustable bed frames and not a mattress defect. We strongly recommend more frequent mattress maintenance or a different bed frame to help minimize these issues.***

If you are unsure if your platform bed frame and/or mattress foundation, or any platform bed frame/mattress foundation, meets our guidelines, they can be approved in writing by emailing pictures and/or detailed specifications to [info@nelatex.com](mailto:info@nelatex.com). Most foundations can be reinforced with a [Coir Bed Rug](#) to meet the warranty requirements set forth.

## The Mattress Warranty Does Not Cover

Normal wear and tear or any condition resulting from the misuse or abuse of the mattress are not included in the Mattress Warranty. Each mattress is handmade to order, and minor imperfections are not considered to be defects. For example, surfaces may not be perfectly even, layers may not be perfectly aligned, or corners may not be perfectly symmetrical.

*Under no circumstance is mould, mildew or water damage covered under the Mattress Warranty. We recommend a slatted platform bed frame and/or foundation to maximize airflow, but that alone does not guarantee a mould and/or mildew-free environment. In high moisture situations, additional steps, including - but not limited to - using a dehumidifier in your bedroom and more frequent mattress rotation, may need to be taken to prevent mould and/or mildew from forming.*

This warranty excludes (a) minor imperfections and slight cosmetic flaws; (b) minor size discrepancies (less than 1"); (c) minor height discrepancies (less than 1"); (d) natural variances in the latex; (e) normal wear and tear; (f) tears, stains, soiling, burns, and discoloration that occur over time; (g) promotional items, "as is," or "floor models." (h) dampness, mould or mildew; (i) individual or personalized preferences relating to firmness and comfort; (j) normal body impressions not greater than 1.5"; (k) individual or personalized allergies and sensitivities; (l) naturally occurring cotton, wool, or latex foam aromas; (m) damage to the Mattress cover (including shrinkage) resulting from removing, washing and/or cleaning the cover.

The Mattress Warranty does not cover conditions resulting from abusive handling, misuse, or neglect. The following circumstances void your Mattress Warranty: (a) any unsanitary condition; (b) burns; (c) use of the Mattress on an improper bed frame; (d) physically abusing the Mattress; (e) attempting to clean the Mattress in an inappropriate manner; (f) exposing the mattress to direct sunlight or extreme heat (heated electric mattress pads and/or blankets must be used on low heat and only on mattresses with wool quilting in the cover) ; (g) improper storage of the Mattress; (h) damage to the latex resulting from removing the Mattress cover.

Nature's Embrace Latex Ltd makes no medical claims regarding its Mattresses. Allergies, discomfort, or other conditions are not covered under this Mattress Warranty. Any questions or concerns regarding medical and/or health conditions should be addressed by a licensed health professional.

## Additional Details

The original purchaser must present proof of purchase, and the law label and trade labels must be intact for the warranty to be validated. The Mattress Warranty will be voided in cases where the mattress appears to have been abused.

The replacement will be of the same model and size as the original Mattress purchased. In no event will a substitution model be used as a replacement except in the case of a discontinued Mattress. In this event, a Mattress (or layer) of like build and design, at the discretion of Nature's Embrace, will be used as a replacement for the defective Mattress (or layer). Replaced or repaired Mattresses are subject to the same Mattress Warranty as the original Mattress. If you obtain a replaced or repaired Mattress (or layer), the warranty term of the replaced or repaired Mattress (or layer) begins from the date of purchase of the original Mattress. **All transportation costs are the responsibility of the purchaser.**

NATURE'S EMBRACE LATEX LTD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY; THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPLACEMENT OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE WARRANTY DESCRIBED ON THE FACE OF THIS LIMITED WARRANTY. IN ANY CASE, THE EXTENT OF LIABILITY ON THE PART OF NATURE'S EMBRACE LATEX LTD WILL BE LIMITED TO THAT OF THE PURCHASE PRICE OF THE PRODUCT.

ALL PARTS OF THIS LIMITED WARRANTY APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OR UNLESS PROHIBITED BY LAW. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

DO NOT SMOKE IN BED OR PLACE YOUR MATTRESS NEAR AN OPEN FLAME.

## **Making a Warranty Claim**

Three main conditions must be satisfied for coverage under the Mattress Warranty:

- 1) A copy of the original invoice.
- 2) Picture(s) of the permanent indentation(s) measured against a straight edge (broom handle, string etc) spanning the width of the mattress. Please do not push the measuring device (tape measure, ruler) into the mattress.
- 3) A picture of the foundation/bed frame showing the support system.

All information should be emailed to [info@nelatex.com](mailto:info@nelatex.com). Before you take any pictures, please remove any top-of-bed coverings such as sheets, mattress protectors, overlays, toppers, mattress pads etc.

In addition to what is listed above, we may require several more photos of the mattress or foundation to determine the validity of a claim or to determine what layer(s) need to be replaced. More specifically, the mattress may need to be opened so pictures can be taken at different layer levels (in accordance with the guidelines above) to determine what components have failed.

If you have an older style mattress with bonded layers and some, but not all, of the Warranty conditions are met, Nature's Embrace, at its sole discretion, may choose to offer a one-time replacement mattress of the same size at 70% off the current regular retail price. **All transportation costs are the responsibility of the purchaser. The replacement discount cannot be combined with any other sales, offers or discounts.**

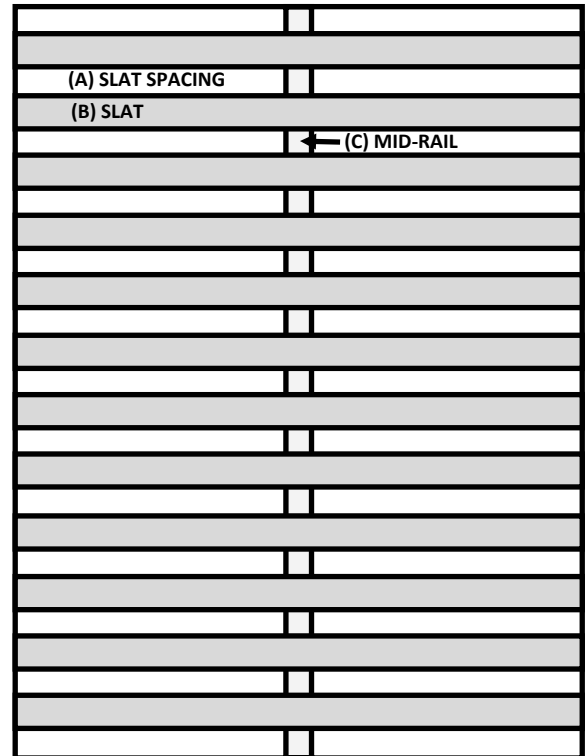
# Appendix 1— Platform Bed / Mattress Foundation Guidelines

## Example 1: Mattress Warranty Approved Platform Bed Frame and/or Mattress Foundation

This is an example only. The platform bed frame and/or mattress foundation requirements for the Mattress Warranty can be met with a slat distribution other than what's diagramed in Example 1 provided a few basic guidelines are followed.

For Mattress Warranty approval **ALL** of the following conditions below must be met for a platform bed frame and/or mattress foundations purchased through a third party. If any of the conditions are not met, or cannot be independently verified (eg. covered mattress foundation made by a third party), Nature's Embrace reserves the right to **VOID** the Mattress Warranty.

- 1) The spacing between the slats (A) must be no greater than 3"
- 2) The slat (B) width must be at least 2" wide
- 3) The slat spacing must not exceed the slat width by more than 1/2" (for example, if the slat spacing (A) is 3" the slats (B) must be at least 2.5" wide)
- 4) The slats must be supported by a full length mid-rail (C) and must have at least one mid-rail support that connects the bottom of C to the floor
- 5) The surface must be rigid and cannot contain foam and/or springs



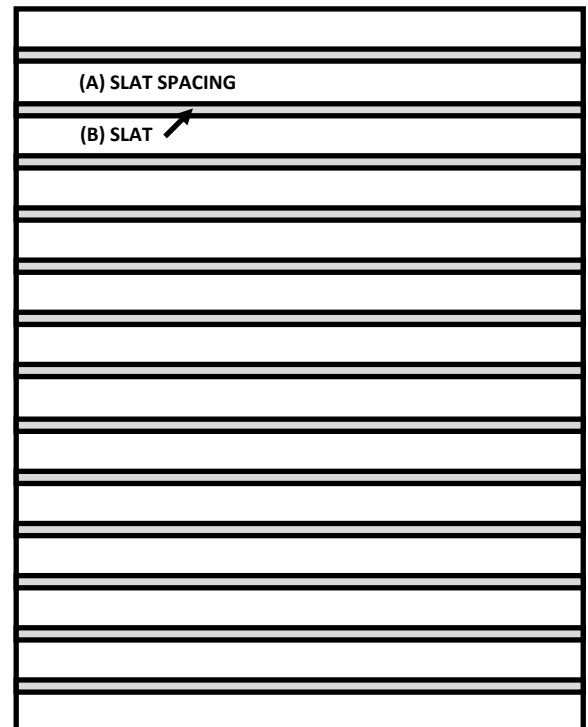
## Example 2: Platform Bed Frame and/or Mattress Foundation That Will VOID the Mattress Warranty

This is an example only. **ALL** conditions as described in the Mattress Warranty and Example 1 must be met to ensure Warranty coverage. If any of the conditions are not met, or cannot be independently verified (eg. covered mattress foundations made by a third party), Nature's Embrace reserves the right to **VOID** the Mattress Warranty.

The example on the right is the support structure found in a mattress foundation sold by a major spring mattress manufacturer. The slat spacing (A) is 4" and the slats (B) are 1.5" wide.

Reasons the mattress foundation diagramed in Example 2 will **VOID** the Mattress Warranty are:

- 1) The spacing between the slats (A) is greater than 3"
- 2) The slat width (B) is less than 2"
- 3) The slat width (B) is more than 1/2" narrower than the slat spacing (A)
- 4) The slats are not supported by a full length mid-rail
- 5) There is no mid-rail support



If you are unsure if your platform bed frame and/or mattress foundation, or any platform bed frame/mattress foundation, meets our guidelines, they can be approved in writing by emailing pictures and/or detailed specifications to [info@nelatex.com](mailto:info@nelatex.com)