



## 10 Year Limited Warranty – Hybrid 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". 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, to ensure even wear. Failure to do so may void the Mattress Warranty.

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

All mattress foundations and platform beds sold by Nature's Embrace are warranty approved. If you wish to use an existing platform bed frame/mattress foundation, or a platform bed frame/mattress foundation bought through a third party, a solid platform with proper ventilation or solid wood slats (greater than 3" in width, no less than ¾" in thickness and no greater than 3" apart) supported by a center mid-rail with independent supports to the floor is required.

**Nature's Embrace reserves the right to VOID the Mattress Warranty if the support structure of a covered mattress foundation cannot be independently verified to meet the criteria set forth.**

If you are unsure if your platform bed frame/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)

### The Mattress Warranty Does Not Cover

Normal wear and tear or any condition resulting from the misuse or abuse of the mattress is 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, or corners may not be perfectly symmetrical.

This warranty excludes: (a) minor imperfections and slight cosmetic flaws; (b) minor height discrepancies on mattresses placed side by side; (c) natural variances in the latex; (d) normal wear and tear; (e) tears, stains, soiling, burns, and discoloration that occur over time; (f) promotional items, "as is," or "floor models." (g) dampness or mold; (h) individual or personalized preferences relating to firmness and comfort; (i) normal body impressions not greater than 1.5" (some settling of the fiber in the quilt layer should be expected and is not considered a defect) (j) individual or personalized allergies and sensitivities; (k) naturally occurring cotton, wool, or latex foam aromas

Additionally, 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 direct heat (such as an electric mattress pad); (g) improper storage of the Mattress

## **Warranty Schedule**

Years 1-2 of this warranty are non-prorated and years 3-10 are prorated. Within the prorated period, the manufacturer will repair or replace the mattress (or any layers of latex) deemed defective at a prorated cost of use of 1/10 of the original purchase price per year from the original date on the bill of sale beginning with a prorated cost of 3/10 in the 3rd year.

For example, in year 3 the prorated charge for a replacement mattress will be 30% of the original purchase price. In year 8 the prorated charge for a replacement mattress will be 80% of the original purchase price.

The original purchaser must present proof of purchase, and the law label and trade labels must be intact for the warranty to be validated and the mattress must not be torn and must be free of stains and soiling or the warranty will be voided.

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 of like build and design, at the discretion of Nature's Embrace, will be used as a replacement for the defective Mattress. Replaced or repaired Mattresses are subject to the same Mattress Warranty as the original Mattress. If you obtain a replaced or repaired Mattress, the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress. All transportation costs are the responsibility of the purchaser.

NATURE'S EMBRACE LATEX MATTRESSES 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 MATTRESSES 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.

## **Making a Warranty Claim**

In the unlikely event that warranty service is required we will require at least two pictures and a copy of the original invoice to begin processing the claim. All information should be emailed to the place of purchase. Before you take any pictures please remove any top of bed coverings such as sheets, mattress

protectors, overlays, toppers, mattress pads etc. The original mattress cover does not need to be removed.

The two most important pictures to ensure an expedient claims process are:

- 1) A clear picture of the mattress showing the permanent indentation(s) in question measured against a straight edge spanning the width of the mattress. If the measuring device (tape measure, ruler etc) appears to be pushed into the mattress, we will require a new picture before processing the claim.
- 2) A picture of the mattress foundation or platform bed that clearly shows the support structure. If the mattress foundation or platform bed was purchased through a third party, we may require further pictures to prove the mattress foundation or platform bed requirements are met. If support requirements can't be proven (for example, covered foundation made by a third party) Nature's Embrace reserves the right to void the Mattress Warranty.

In addition to what is listed above, we may require several more photos of the mattress to determine the validity of a claim.