



## 25 Year Limited Warranty – Organic Mattresses

Beginning on the date of purchase, your new mattress is covered by a 25-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 frame 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 and/or mattress foundation, or a platform bed frame and/or mattress foundation purchased through a third-party certain parameters (see Appendix 1 for more information) must be met 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 spacing between the slats can't be greater than the width of the slats; (3) the slat width must be no less than 2"; (4) the slats must be at least 3/4" thick; (5) the slats must be supported by a full length mid-rail; (6) must have at least one mid-rail support that reaches the floor.

Mold or mildew are not covered under the Mattress Warranty. If the Mattress is placed on a solid platform excessive moisture may damage the mattress and void the warranty.

**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 requirements set forth.**

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).

### 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, layers that may not be perfectly aligned 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 (less than 1"); (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; (l) damage to the Mattress cover (including shrinkage) resulting from removing, washing and/or cleaning the cover.

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; (h) damage to the latex resulting from removing the Mattress cover.

## **Warranty Schedule**

Years 1-12 of this warranty are non-prorated and years 13-25 are prorated. Within the prorated period, the manufacturer will repair or replace the mattress deemed defective at a prorated cost of use of 1/25 of the original purchase price per year from the original date on the bill of sale beginning with a prorated cost of 13/25 in the 13<sup>th</sup> year.

For example, in year 13 the prorated charge for a replacement mattress will be 52% of the original purchase price. In year 20 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 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 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. ALTHOUGH YOUR NEW MATTRESS IS MANUFACTURED IN ACCORDANCE TO FEDERAL LAW, THE MATTRESS IS NOT FIRE-PROOF.

## **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 original 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) Majestic Sit & Sleep 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 or to determine what layer(s) need to be replaced. More specifically, the mattress may need to be opened so pictures of specific layers (taken in accordance with the guidelines above) can be taken.

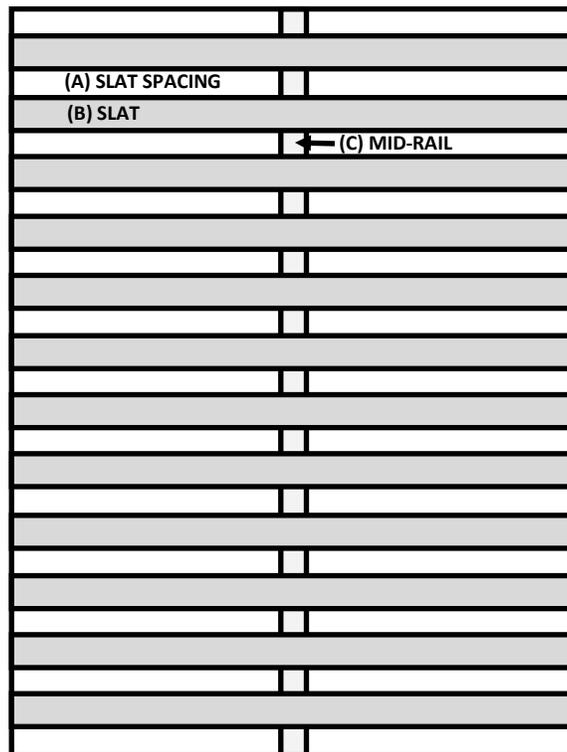
# Appendix 1— Platform Bed / Mattress Foundation Guidelines

## 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), Nature's Embrace reserves the right to **VOID** the Mattress Warranty.

- 1) The spacing between the slats must be no greater than 3" (A)
- 2) The spacing between the slats can't be greater than the width of the slats (A cannot be greater than B)
- 3) The slat width must be no less than 2" (B)
- 4) The slats must be at least 3/4" thick.
- 5) The slats are supported by a full length mid-rail (C)
- 6) At least one mid-rail support (runs from the bottom of C to the floor)

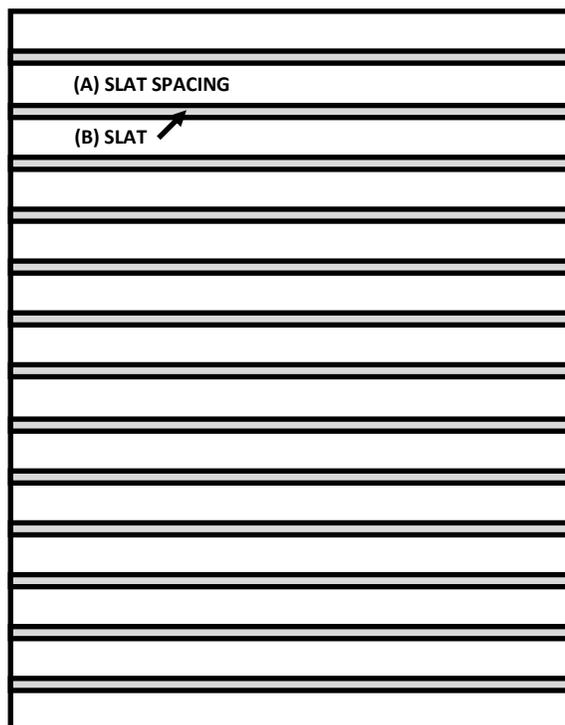


## Example 2: Platform Bed Frame and/or Mattress Foundation That Will VOID the Mattress Warranty

This is an example only. **ALL** conditions as described in the Mattress Warranty and Example 1 must be met for Mattress Warranty claims on Nature's Embrace Mattresses used in conjunction with 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), Nature's Embrace reserves the right to **VOID** the Mattress Warranty.

Reasons the platform bed frame and/or mattress foundation diagramed in Example 2 will **VOID** the Mattress Warranty are:

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