



## 15-Year Full Replacement Limited Warranty on All Mattresses

This limited warranty begins with the date of purchase by the consumer and shall be the consumer's sole and exclusive remedy in the event of product failure during the warranty period. REM-FIT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT OR THE INABILITY TO USE THIS PRODUCT, OR FOR THE BREACH OF THIS 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.

### THE WARRANTY

REM-Fit warrants that it will replace or repair, at REM-Fit's option, the Purchaser's REM-Fit mattress sold in the U.S. by REM-Fit directly or by an authorized dealer if the product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty.

REM-Fit takes no responsibility for the quality of the mattress except as provided in this warranty, and there is no warranty beyond the description on the face hereof.

This Limited Warranty is valid only in connection with the original purchase of new products from authorized dealers and extends from the original purchase date of the original product purchased. An "original purchaser," for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from REM-Fit or an authorized dealer of REM-Fit with the intent to use the product for personal consumer use and not for commercial or industrial use and not with the intent to resell the product. An "authorized dealer," for purposes of this Limited Warranty, is an individual or entity authorized by REM-Fit to sell product directly to original purchasers. An individual or entity that purchases the product from whatever source with the intent to resell the product is an unauthorized dealer ("unauthorized dealer").

This Limited Warranty does not apply to floor models, clearance items or "demos" or to products sold by unauthorized dealers, including without limitation, unauthorized dealers on third party websites, including, without limitation, Craigslist, eBay, Amazon, etc. Unauthorized dealers are not "original purchasers" for the purpose of this Limited Warranty. If purchaser is not the original purchaser of this product, purchaser takes the product "AS IS," "with all faults" and without warranty. **IF THE PURCHASE OF THIS PRODUCT WAS NOT DIRECTLY FROM REM-FIT, PROOF OF PURCHASE WILL BE REQUIRED TO DEMONSTRATE THAT PURCHASER IS THE ORIGINAL PURCHASER AND THE PRODUCT WAS PURCHASED FROM AN AUTHORIZED DEALER, ELIGIBLE TO MAKE A VALID CLAIM UNDER THIS LIMITED WARRANTY.**

### Proper use of the Mattress

REM-Fit mattresses are designed to work on a firm, solid-surface, non-spring foundation or adjustable bed base that is structurally capable of supporting the weight of both purchaser's REM-Fit mattress and the user(s).





This Limited Warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and appropriate foundations/adjustable bed bases. Therefore, if purchaser uses inappropriate foundations, box springs, adjustable bed bases, or bed frames with the mattress, such use will void this limited warranty and all other warranties, whether expressed or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

REM-Fit may require purchaser to provide proof of the quality of the foundation, adjustable bed base, or bed frame used in conjunction with the mattress if purchaser makes a claim under this Limited Warranty. REM-Fit makes no representations whatsoever as to the structural integrity or rated load for any frame, foundation, or adjustable base used with a REM-Fit mattress. REM-Fit reserves the right to invalidate this Limited Warranty if the foundation is determined, in REM-Fit's reasonable discretion, to be inadequate or if the mattress is found to be in an unsanitary condition.

#### **Limited Warranty Covers the Following**

1. Deterioration causing the mattress to have a visible indentation greater than three quarters (0.75) of an inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a purchaser's mattress be continuously supported by a suitable foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the mattress and foundation
  - a. A proper bed frame must provide sturdy support for both the mattress and foundation; including a center support and having at least 5 legs for queen, king and California king and 4 leg support for twin and full mattresses.
  - b. For queen, king, and California king slatted style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support for the mattress and foundation in view of that particular slatted style frame. Failure to have a proper bed frame may invalidate the limited warranty.
  - c. The use of a bed frame is important for the life and protection of your sleep system. Neither mattresses, individually, nor sleep systems (mattress and foundation combination) are intended to sit/lay flat on the floor or on a waterbed frame or platform of untreated wood or untreated wood covered with fabric.
2. Any physical flaw in the mattress that causes the REM-Fit material to split or crack, despite normal usage and proper handling (as outlined on the care label attached to the mattress).
3. Any manufacturing defect in the zipper assembly of the mattress cover is covered for 1 year. REM-Fit may, at its own option, repair or replace the cover provided on the mattress. In the event that REM-Fit replaces the mattress cover, REM-Fit will replace it with the current style of cover available for the mattress, which may be of a different color or material than the original cover provided.





**This Limited Warranty does not cover:**

1. Claims made outside the 50 United States, the District of Columbia or Puerto Rico.
2. A normal increase in softness of the REM-FIT pressure-relieving material which does not affect the pressure-relieving qualities of the mattress.
3. Comfort preference.
4. Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains. Damage associated with an improper bed frame, foundation, or adjustable base. See above description and illustrations for a proper bed frame.
5. Floor models or demonstration samples ("demos") sold at a discount.
6. Product sold by resellers who are not authorized dealers.
7. Product sold as "clearance" or at a greater discount of 30% off listed MSRP.
8. Product sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the product is not "new" or of "first quality", or has previously been purchased or used by another consumer.
9. Any product found to be in an Unreasonably Unsanitary Condition, meaning the product is so pervasively soiled that
  - a. REM-Fit is unable to conduct an appropriate inspection of the condition of the product without being exposed to potentially dangerous bodily fluids, blood borne pathogens, or other substances that could cause significant injury or otherwise suggest that the product has been subjected to misuse well beyond ordinary wear and tear, IS NOT COVERED under this warranty.
  - b. Soiled mattresses are subject to cleaning or replacement when purchased with an accompanying REM-Fit or Protect-A-Bed mattress protector or encasement, contingent on adherence to the aforementioned encasement or protector's limited warranty.

**Product Replacement Terms**

Except as otherwise provided herein, REM-Fit will not charge purchaser to repair, replace or ship (direct from manufacturer) purchaser's mattress if it is deemed defective during the length of this 15 year Limited Warranty, but any transportation costs associated with repairs or replacements are purchaser's responsibility. In no event, however, will the transportation costs exceed REM-Fit's then standard freight charges.

No new warranty is provided with a replacement product. The warranty for the replacement product runs from the date of original purchase of the replaced product.





**TO MAKE A VALID WARRANTY CLAIM, YOU MUST:**

1. Be the original consumer purchaser, and have purchased the sleep set from an authorized dealer in the 50 United States, the District of Columbia or Puerto Rico
2. Provide a copy of the original store receipt, or other proof of date, retailer and purchase price
3. Provide the law label from the defective product
4. Provide picture of your bedframe and/or foundation
5. Agree to physical, on-site inspection if requested by REM-Fit
6. Agree to surrender the defective product to REM-Fit should REM-Fit choose to replace the product

**Warrantor**

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