

## The Purple Limited Warranty for all Mattresses

Congratulations on your purchase of a Purple mattress. Purple is committed to providing superior product durability and quality so that you may achieve a healthful, comfortable rest. Purple does not expect you to experience any defect, but if you do, it is covered under the terms of this limited warranty. This limited warranty applies for ten (10) years from the original date of purchase or until transfer to another consumer (whichever is shorter), for all Purple mattresses sold new in the USA by Purple or a Purple-authorized retailer. This limited warranty warrants against defects due to faulty workmanship or materials as described herein. If defective, Purple will either replace or repair the Purple mattress. Notwithstanding Purple's commitment to service defects, such service may be conducted by third parties authorized by Purple, such as retailers. This warranty applies to the original purchaser only and is expressly limited as described herein.

EXPRESS LIMITATIONS:(1)ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY; (2) PURPLE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR RESULTING FROM THE USE OF ANY MATTRESS, COVER, FOUNDATION, FRAME, PILLOW, TOP-OF-BED PRODUCT (SUCH AS COMFORTERS, SHEETS, MATTRESS PROTECTORS OR BLANKETS) OR ACCESSORY. REPLACEMENT OR REPAIR AS SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY; (3) THIS WARRANTY APPLIES TO THE MATTRESS AND NOT TO ANY ACCESSORIES OR OTHER PRODUCTS ASSOCIATED WITH THE MATTRESS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

THE WARRANTY IS VOID IF: (1) THE MATTRESS IS NOT USED FOR NORMAL IN-HOME, CONSUMER USE; (2) THE MATTRESS IS RESOLD OR DONATED BY THE ORIGINAL PURCHASER; (3) THE PRODUCT IS USED OUTSIDE THE USA (there may be a separate warranty for non-U.S. products, but be advised that it may not be from Purple); (4) THE MATTRESS IS USED BY A MEDICAL PATIENT; (5) IF THE MATTRESS IS NOT USED ON A FIRM, FLAT, NON-SPRING FOUNDATION OR FRAME (WHETHER NON-MOVING TYPE OR ADJUSTABLE TYPE) SUFFICIENTLY STRONG TO REMAIN FLAT AND FIRM UNDER THE WEIGHT OF THE MATTRESS AND ITS USERS, FROM THE DATE OF DELIVERY ONWARD TO THE DATE OF THE WARRANTY CLAIM WITHOUT INTERRUPTION; (6) THE MATTRESS IS NOT USED BUT RATHER IS STORED (WHETHER LONG OR SHORT TERM) IN ANY ORIENTATION; (7) IF PURPLE DETERMINES IN ITS REASONABLE DISCRETION THAT THE MATTRESS HAS BEEN DAMAGED, ABUSED, OR NEGLECTED; (8) IF THERE ARE LIENS OR ENCUMBRANCES AGAINST THE MATTRESS.

### Warranty Process

To submit a warranty claim, please notify Purple. You may call Purple toll-free at [1-888-848-8456](tel:1-888-848-8456). Additional contact information can be found under the contact section at [purple.com](https://purple.com) . Contact information may change from time to time, and Purple's then-current website may be consulted for latest contact information.

The law tags from the mattress must be intact for Purple or its third-party providers to process a warranty claim.

Purple will not charge purchaser to repair or replace purchaser's mattress if it is reasonably deemed by Purple to be defective according to the terms herein during the first ten (10) years since the original purchase. The warranty for any repaired or replaced mattress runs from the date of original purchase and not from the date of the replacement. Whether to repair or to replace the mattress shall be at Purple's sole option. The cover is not part of the 10-year warranty and is separately addressed herein.

For the health and safety of those required to dispose of, or otherwise handle, the mattress, Purple or agents may refuse to inspect the mattress or assess whether it is covered by the warranty if there is evidence of damage, abuse, or neglect. In such a case, Purple reserves the right to deny warranty coverage. Photos may be requested to be sent via the internet or email to Purple. Purple may require you to provide proof of your consistent use of a sufficient foundation and frame since purchase of the mattress before this warranty will apply.

### **Warranted Defects**

DO NOT REMOVE THE MATTRESS COVER IN ASSESSING THE CONDITION OF YOUR MATTRESS FOR PURPOSES OF THIS WARRANTY. THIS ACTION MAY VOID YOUR WARRANTY.

During normal, properly supported use, a warranted defect only exists if: (i) the materials of construction develop a visible indentation in the mattress greater than one (1.00) inch compared to the surrounding mattress areas after full recovery from load, or (ii) if the materials of the mattress crack, split, or otherwise fail during normal use and normal handling which is in accordance with Purple's care and use instructions for the mattress (available at [purple.com](https://purple.com) ). The indentation must be of large enough width and length to be considered a body impression, and only applies to the mattress and not to settling of the cover fiber-fill materials.

Localized firmness changes are normal and are not covered under warranty. Comfort preferences are not covered under warranty. The mattress must be always covered in use, or the warranty is void (UV light degrades cushioning materials).

### **Damage, Abuse, Neglect**

It shall be reasonable to determine that the mattress has been damaged, abused, or neglected if the following are present, without limitation: tears, stains, odors, unsanitary conditions, folds, footprints, burns, cuts, or signs of jumping on the bed, rodents, insect damage or other infestation, damage from liquids or gels or blood or bodily fluids or other fluids, or damage from weather or sun exposure.

Purple highly recommends the use of a very stretchy, breathable mattress protector because without such protection your mattress may not be clean enough or undamaged enough to have this warranty apply.

### **Zippered Cover Limited Warranty**

The zippered cover is warranted for two (2) years from the date of purchase against faults in material or workmanship. Purple may choose at its sole option to replace the cover with the same or different (as one example, a different color or material) cover or to repair the cover. Purchaser is responsible for to-or-from transportation, handling, and inspection costs.

All limitations stated herein apply also to the cover.