

## LIMITED WARRANTY

**LIMITED WARRANTY:** Subject to the terms and conditions set forth herein, the manufacturer of this product, PPJ, LLC (“Customatic®”) warrants to the original retail purchaser for the time periods stated herein that the Independence® Bed system purchased from an authorized reseller of genuine Customatic® products is merchantable and free of defects and materials and is fit for the purpose of residential, non-hospital bedding. This warranty applies only to genuine Customatic® products, and without limiting the foregoing, does not apply to power cords or other accessories supplied by the seller or other parties.

**2-Year Period for Labor:** During the first 2 years of an applicable warranty period, labor for warranty repairs will be provided at no cost to the consumer. After that period, unless otherwise agreed in writing by Customatic®, costs of labor for warranty service and repairs will be the consumer’s responsibility.

**2-Year Period for All Components:** The warranty period is 2 years for the bed frame, all components and parts, including, without limitation, electronics, electrical components, drive motors, WiFi module, power supply and power cords, and massage motors.

**10-Year Period for Bed Frame:** The warranty period is 10 Years, prorated for the bed frame, defined as follows: the metal structure of the Independence® bed system only, and specifically does not include its cover, side rails, decking or legs, or other attachments thereto, such as actuator lift motors, control box, WiFi modules, power supply, power cords, control box or other electrical or mechanical components. For years 3 through 10, the warranty will be reduced by one-eighth (1/8) for each year beyond the second year.

**5-Year Warranty Period for Foam Mattress:** The foam mattress and cover are warranted against defects in material and workmanship for a period of 5 years under normal use.

Our warranties do not cover transportation and inspection costs; height of mattress; body impression of less than 1.5 inches, measured by using a straight edge across the entire mattress; stains, soiling, fluid penetration, tears or burns; comfort preference; and recovery time of memory foam.

**Start of Warranty Period:** The warranty periods stated above will commence on the date of the first retail purchase of the Independence® Bed system from an authorized Customatic® reseller, provided that proof of purchase and warranty registration occur within the time and in the manner set forth below. In the case of replacement parts provided by Customatic, the warranty will apply to the original warranty period and will not extend beyond such period.

**IMPLIED WARRANTY DURATION:** All applicable warranties implied by law shall be limited in duration to the respective time periods stated below for express warranties of particular components.

**EXCLUSIONS FROM WARRANTY:** Loss, damage, malfunctions or other defects caused in whole or in part by any one or more of the following are not covered by any warranty and neither Customatic nor the seller shall be responsible for them: ordinary wear and tear; damage not directly caused by a defect covered by this express warranty; failure to comply with this user Manual and/or any other user instructions issued by Customatic for use and maintenance, including without limitation, weight limits and operation; modifications not performed by Customatic; use of any parts, components, or accessories that are not supplied by Customatic for the specific product and installed by an authorized Customatic service provider; use of the product for purposes or in a manner not expressly intended by Customatic as described in this Manual or any other misuse or abuse; storage or use outside of home or other exposure to the elements; dampness; or transportation or other handling by anyone other than Customatic.

**EXCLUSIVE LIMITED REMEDY:** The sole and exclusive remedy for any item which fails to conform to warranty shall be, at Customatic’s option, either repair or replacement of the defective item. Customatic may require reasonable evidence of the existence of a defect, and Customatic customer service staff will discuss specific requirements with the purchaser based on the defects identified by the purchaser. Replacement parts will be provided at no cost to the purchaser, provided that the defective parts are delivered to Customatic, unless Customatic instructs otherwise in the claims process (see below). Subject to advance approval by Customatic, it will also pay reasonable shipping costs for returns requested by

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Customatic and replacement parts or bedding systems.

**CLAIMS PROCESS:** Prior to contacting Customatic, please refer to the TROUBLESHOOTING section of this Manual and also ensure that use and maintenance instructions in this Manual have been followed. ***The following process must be followed to initiate a warranty claim:*** (1) during the applicable warranty period stated above, contact Customatic customer service to initiate the claim and provide proof of status as the original retail purchaser from an authorized Customatic® products reseller and prior timely registration of the product; (2) identification of suspected defect and compliance with Customatic requests for documentation or other evidence of the defect, such as return of parts to Customatic, the cost of which will be paid by Customatic if

the defect is confirmed by it or inspection by an authorized Customatic service technician or other person approved in writing for that purpose by Customatic; and (3) remedy by Customatic as stated herein.

**LIMITATION OF LIABILITY:** In no event shall Customatic be liable for incidental or consequential damages of any kind or nature whatsoever caused by or arising out of any product defects, and the sole and exclusive remedy shall be repair or replacement of defective items within warranty to the extent and in the manner provided herein.