

FIRMCARE™ FRÍO® 5-SIDED MATTRESS PROTECTOR

10 YEAR LIMITED WARRANTY AND CARE GUIDE

Congratulations on making an excellent decision to purchase the 5-Sided Mattress Protector (“Mattress Protector”) and its 10 year limited warranty.

IF YOU HAVE PURCHASED THIS 5-SIDED MATTRESS PROTECTOR WITHOUT A MATTRESS, THE FOLLOWING PURECARE LIMITED WARRANTY APPLIES:

Manufacturer’s limited warranty on the Mattress Protector itself.

LIMITED WARRANTY TERM:

If you purchase the Mattress Protector only, then this limited warranty shall only relate to the replacement of the Mattress Protector, and this limited warranty shall be for a term of 10 years from date of purchase (unless voided as herein provided).

LIMITED WARRANTY COVERAGE:

This limited warranty is valid to the original purchaser (or a household member of the original purchaser) of a new Mattress Protector for residential use only and is not transferable. This limited warranty covers only manufacturer’s defects, including tears at its seams or zipper failure, during normal household use (see “Other Limited Warranty Exclusions”).

SERVICE PROCESS; LIMITATIONS:

If, within the limited warranty period, your Mattress Protector requires replacement due to manufacturer’s defect, a new protector will be sent to you via a PureCare-selected carrier. PureCare reserves the right to provide you with a return tag to ship the defective mattress protector back to PureCare at PureCare’s expense. A replacement Mattress Protector is covered for a period of ten (10) years from the original date of purchase.

Contact PureCare’s Claims Department toll free at 800-758-8563 or at cs@purecare.com. Proof of original purchase (original sales receipt) and product law tag information are required when initializing all claims.

IF YOU HAVE PURCHASED THIS MATTRESS PROTECTOR WITH A NEW MATTRESS THE FOLLOWING PURECARE LIMITED STAIN WARRANTY APPLIES:

A limited stain warranty IF you have purchased the mattress and the Mattress Protector together.

LIMITED STAIN WARRANTY TERM:

If your Mattress Protector is purchased with a new mattress, then the warranties provided herein shall be for the duration of 10 years of the mattress manufacturer’s warranty you have purchased from your retailer, running from the date of purchase. Further, if the mattress warranty is pro-rated, then this limited stain warranty on your protector is similarly pro-rated.

LIMITED STAIN WARRANTY COVERAGE:

This 10 year limited stain warranty is valid to the original purchaser (or a household member of the original purchaser) of a new mattress with a new Mattress Protector for residential use only and is not transferable. This limited stain warranty covers stains to your mattress caused by spills and stains while the Mattress Protector is being used during normal household use and covers all beverages and food normally consumed by humans, and all bodily fluids from humans except as specifically disallowed (see “Other Limited warranty Exclusions” below).

REPLACEMENT OF PROTECTOR:

If during the period of this 10 year limited stain warranty for your mattress, you accidentally rip, cut or tear your protector, PureCare will replace the mattress protector three (3) times at no charge to the customer except for shipping and handling of the replacement protector. Accidental rips, cuts and/or tears must be reported no later than seven (7) calendar days after occurrence. Until you receive your replacement protector, please continue to use your current protector. **Failure to report within seven (7) calendar days will void the limited stain warranty for your mattress. Further, if you do not replace the torn, ripped or cut protector with the replacement protector upon receipt, this will void the limited stain warranty for your mattress**

SERVICE PROCESS; LIMITATIONS:

If, within the 10 year limited stain warranty period, mattress ticking absorbs a stain through the Mattress Protector, contact PureCare’s Claims Department toll free at 800-758-8563 or at cs@purecare.com. Proof of original purchase (original sales receipt) and product law tag information are required when initializing all claims. Stains must be reported no later than seven (7) calendar days after occurrence. **Failure to report stains within seven (7) calendar days will void this limited warranty.**

PureCare will promptly respond to all confirmed claims subject to the claimant’s availability. Once a claim has been initiated, PureCare’s Claims Department will then arrange for a professional cleaning company to service the stained area at no charge to the original purchaser. The service call must be scheduled within seven (7) calendar days of the initiation of the claim by the original purchaser, and PureCare or its authorized cleaning technician must be allowed access to the mattress in order to perform the necessary work. **Failure to schedule your mattress cleaning within seven (7) calendar days or to allow PureCare or its authorized cleaning technician access to the mattress will void this limited stain warranty.**

If the authorized cleaning technician cannot remove the stain(s) on the mattress, PureCare will purchase a new mattress of equal value to the original mattress purchased through the selling retailer. Mattress replacements have no cash value. Any fee, charge, or tax assigned to the mattress replacement by the selling retailer or the delivery company including but not limited to delivery, transportation, disposal, or setup arrangements for the delivery of the replacement mattress, if any, are the responsibility of the consumer and/or the selling retailer. **If selling retailer is not available to service replacement, PureCare’s liability will be limited solely to purchase price of the Mattress Protector and any mattress limited stain warranty coverage by PureCare is voided.** In no event will PureCare be responsible for a ticking match. Mattress replacements are limited to one per purchase of the Mattress Protector with a new mattress, and a one-time mattress replacement completes and fulfills PureCare’s 10 year limited stain warranty

CLEANING INSTRUCTIONS AND CARE GUIDE:

Follow these cleaning instructions and you’ll not only keep your Mattress Protector clean and sanitized, but you’ll also take steps necessary to keep this limited warranty in effect. The Mattress Protector is machine washable in hot water and can be dried on high heat. During the drying cycle, please reposition several times to avoid scorching. Any common household detergents and pre-wash stain removers can be used. Between machine washings, the Mattress Protector can be cleaned without removing from mattress or pillows by brushing or vacuuming. PureCare recommends laundering the Mattress Protector once a month to avoid build-up of hair and body oils. For directions on cleaning a PureCare mattress protector, please call PureCare’s Customer Service at 800-758-8563 **Do not attempt to clean your mattress or remove stains with household cleaners as this will void the Mattress Protector limited warranty for your mattress.**

NOTE:

Ironing or dry cleaning your Mattress Protector or using cleaners containing solvents or bleaches compromises the fabric’s waterproof properties and will void the warranties for both the mattress and the Mattress Protector.

For additional cleaning and care tips or to register your Mattress Protector, email us at cs@purecare.com or call toll free 800-758-8563.

CUSTOMER RESPONSIBILITIES:

In order to qualify for the mattress stain limited warranty and mattress service outlined above, the Mattress Protector must have been purchased with a new mattress that was delivered / picked up soil- and stain-free from the store where purchased. The mattress and Mattress Protector must appear on the same invoice to qualify for stain limited warranty service. The Mattress Protector must be applied to the mattress at all times. Proof of purchase (original sales receipt and limited warranty documents) is required for all claims. Stains must be reported no later than seven (7) calendar days after occurrence. Failure to report stains within seven (7) calendar days will void this limited warranty.

ACCUMULATING STAINS ON YOUR MATTRESS OVER TIME IS DEEMED NEGLIGENCE AND WILL VOID THESE WARRANTIES.

The warranties will be void if the purchaser a) attempts to remove stain(s) through any other methods or with any other cleaners or stain removers than those provided or recommended in writing by PureCare, b) launders or cleans the Mattress Protector in any manner other than those specified in this limited warranty, or c) applies the Mattress Protector improperly onto the mattress or attempts to turn or move mattress without first removing the Mattress Protector from the mattress.

OTHER LIMITED WARRANTY EXCLUSIONS to this limited warranty include and are not limited to:

- Mattresses used for commercial, institutional, or rental purposes
- Stains resulting from medical incontinence or medical conditions
- Unknown stains, stain(s) present for an unknown period of time, overall staining,
- Harsh caustic acids, dyes and dye transfers,
- Willful destruction
- Odors of a known or unknown origin
- Bleaches; improper laundering and/or cleaning methods/agents
- Sweat stains or buildup of hair and body oil stains due to failure to launder protector on monthly basis
- Ironing, or burns caused by ironing
- Multiple stains that have accumulated over time
- Stains or damage caused by or during delivery or moving
- Mattresses that have been mishandled, abused, neglected;
- Exposure directly or indirectly to the elements (sun, rain, etc.)
- Damage related to turning or moving mattress
- Ticking that is non-colorfast
- Cuts, rips or tears caused by animals (repeated pet bodily fluid stains are considered preventable and are not covered)
- Stains caused during commission of a crime
- Natural disasters and acts of God (including fire, flood, hurricane, tornado, burst pipes, etc.)
- Stains not resulting from a failure of the Mattress Protector
- Stains resulting from a Mattress Protector that has been physically compromised by rips, tears, cuts or animal damage
- Stains on a box spring/foundation, carpet or flooring due to run off
- Any loss that is covered under an insurance policy.

IMPORTANT NOTE:

This limited warranty does not relieve mattress manufacturer’s obligation to service and/or replace mattress as outlined in mattress manufacturer’s limited warranty for any reason other than if an independent service agent deems mattress unsanitary.

CONTACTING PureCare:

Use our toll-free number 800-758-8563 or our email address cs@purecare.com to report your claim to PureCare.

NO EXPRESS LIMITED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR EXPRESS LIMITED WARRANTY OF ANY OTHER NATURE IS GRANTED HEREIN. NO ONE IS AUTHORIZED TO ASSUME FOR PURECARE ANY LIABILITY IN CONNECTION WITH THE USE OF THE 5-SIDED MATTRESS PROTECTOR OTHER THAN LIABILITY EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. THE DURATION OF ALL IMPLIED WARRANTIES IS LIMITED TO THE PERIOD FROM THE DATE ON WHICH THE 5-SIDED MATTRESS PROTECTOR WAS PURCHASED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LIMITED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOUR RIGHTS UNDER THIS LIMITED WARRANTY ARE YOUR EXCLUSIVE REMEDIES FOR ANY FAILURE OF THE 5-SIDED MATTRESS PROTECTOR TO COMPLY WITH ANY EXPRESS OR IMPLIED LIMITED WARRANTY. PURECARE SHALL NOT BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, OR INCIDENTAL ARISING OUT OF THE USE OR INABILITY TO USE THE 5-SIDED MATTRESS PROTECTOR OR ANY BREACH BY PURECARE OF ANY EXPRESS OR IMPLIED LIMITED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. KEEP THIS LIMITED WARRANTY INFORMATION ALONG WITH YOUR SALES RECEIPT FOR FUTURE REFERENCE AND LIMITED WARRANTY CLAIMS. CASH VALUE OF THIS LIMITED WARRANTY IS \$1.00