NOVELSLEEP

Limited Warranty Program for the The Novel Zero Mattress



Welcome and thank you

Congratulations on your purchase of The Novel Zero Mattress. Your mattress is meticulously designed to provide you with optimal back support by making use of our premium memory foam, cooling layers and 7-zone ergonomic support features. To ensure your complete satisfaction with its performance, Novel Sleep is pleased to include the **Ten-Year-Limited Warranty** as described in this document. This document applies to the following hybrid mattress models; (all configurations and sizes): The Novel Zero | Our Zero Gravity 7 Zone Orthopaedic Foam Mattress.

This ten-year-limited warranty includes priority

toll-free technical phone support and expedited repair or whole unit exchange, when required, for your Novel Zero Mattress.

Should you experience a problem with your mattress, simply call our dedicated Novel Sleep Support Team and please ensure you have the necessary information available for answering our Support Team's inquiries.

Please review the total information contained within this Warranty Statement before reaching out to our Support Team.

Thanks again, for choosing Novel Sleep as your mattress provider, we are thrilled to have you here!

Novel Sleep Support Team

Follow these easy steps to obtain technical support.

Step 1: Have your order confirmation number and order number readily available:

Step 2: Call our toll-free +1 (888) 555-3721.

Step 3: Follow the voice prompt instructions.

Step 4: Be prepared to work with our Support Team's Specialist to diagnose the problem.

Operating Hours: Currently Monday through Friday, 07:00 to 17:00 Central Standard Time (subject to change).



NOVELSLEEP

Terms and Conditions

What Is Covered: Novel Sleep, LLC. ("NovelSleep™") warrants to the first end-user that the Novelsleep™ Novel Zero Mattress, if purchased on the website www.minocasa.com, will conform to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of tenyears from the date of original purchase (proof of purchase required).

What Novel Sleep Will Do To Correct Problems: Should your Novel SleepTM Novel Zero Mattress prove defective during the limited warranty period, please call the toll-free technical support line identified in this Warranty Statement. This line will be answered during support hours (07:00 to 17:00 Central Standard time, Monday through Friday). When you call, please be prepared to provide the technical support technician with Proof of Purchase information including the order number, date of purchase, and confirmation number. The technician will provide telephone diagnostics to determine whether your unit needs repair, or complete replacement.

If service is required, our technician will advise you which service method will be utilized; either a repair of full replacement of the unit.

Repair Method: When it is determined that the product is suitable for a repair, it will be your responsibility to contact the Customer Care Center, and make arrangements to bring in the unit for service and / or to obtain on-site service.

Whole Unit Replacement Method: When it is determinded that the product is suitable for an exchange, please be ready to provide a valid delivery address (and possibly delivery instructions) for your new unit to be delivered to specified location.

What This Warranty Does Not Cover:

- 1) Any damaged caused by a third-party, appliances and/or tools.
- 2) Any damage caused by misuse, improper installation, neglect, failure to maintain correctly, improper packing or shipping, disasters such as fire flood, lightning, or interation with non-Novel Sleep™ recommended products.
- 3) Any damage from service performed other than a Novel Sleep™ Authorized Servicer

NOVELSLEEP Quality Sleep Reimagined!



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4) Any damage caused by improper use, or storage of the unit.

This warranty is not transferrable. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

DISCLAIMER OF WARRANTIES; THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

Remedies

Your exclusive remedy and Novel Sleep's™ entire liability for a material breach of this Agreement will be limited to a refund of the price paid for the Novel Sleep covered by this Agreement. Any action for breach of warranty must be brought within 15 months of the date of original purchase. Novel Sleep™ is not liable for the performance delays or for nonperformance due to causes beyond reasonable control. Except as provided in this written warranty, neither Lost Horizon™ nor its affiliates shall be liable for any loss, inconvenience, or damage, including direct, special, incidental or consequential damages, including lost profits, cost of substitute products, claims of third parties, including customer, or injury to property, resulting from the use or inability to use Novel Sleep™ products, whether resulting from a breach of warranty or any other legal theory. Some jurisdictions do not allow limits on warranties or remedies for breach in certain transactions. In such jurisdiction, the limits in this paragraph and the preceding paragraph(s) may not apply.

Arbitration, Governing Laws: Any disputes arising out of this Agreement will be settled by arbitration to be conducted in The United States, before a single arbitrator, in accordance with the international commercial arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This Agreement shall be construed in accordance with the laws of The United States, except this arbitration clause which shall be construed in accordance with the United States' Federal Arbitration Act.