



What this 10-year Limited Mattress Warranty Covers

This 10-year Limited Mattress Warranty applies to the following Defects:

- Deterioration causing the Mattress to have a visible indentation greater than one (1) inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation. Normal wear requires that a Mattress be continuously supported by a matching foundation with a proper bed frame sufficient to support the collective weight of the Mattress and foundation.
- Any physical flaw in the Mattress that causes the airfiber material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect, scratch, improper knitting and stains in the zipper assembly of the Mattress Cover.

This limited Mattress Warranty does not cover the following:

- A normal increase in softness of the airfiber pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.
- Comfort preference.
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears or stains; provided, that the defect is caused by such abuse or damage.
- Deterioration caused by Force Majeure

- Replacement of any non-defective pieces in the airweave sleep system (for example, if you purchase a mattress with multiple components and only one component is defective, then we will only replace the defective component).
- Any mattress (whether manufactured by airweave or not) sold by resellers who are not authorized retailers.
- Mattresses sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the Mattress is not "new" or of "first quality", or has previously been purchased or used by another consumer.

- In the event of a Defect, airweave's sole and exclusive liability and your sole remedy under this limited Mattress Warranty will be, at airweave's option, to provide a repaired or replacement Mattress or Mattress Cover. Replacement Mattress Covers may be provided in a color different from the Mattress Cover you originally purchased.
- In order to take advantage of the remedy provided under this agreement, you must notify airweave and the allegedly defective product must be assessed. The notification should include date of purchase and description of the alleged defect. Notifications must be sent to support@airweave.us, and we will schedule a pick-up of the defective item for assessment. All warranty claims must be made within 30 days after detection of the alleged defect occurring within the warranty period.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, AIRWEAVE DISCLAIMS ANY RESPONSIBILITIES FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING IN ANY MANNER FROM THE PRODUCT.

THIS EXPRESS LIMITED WARRANTY IS IN PLACE OF AND EXCLUDES ALL OTHER WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE REQUIRED BY LAW, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

ARBITRATION:

At airweave's sole election, any dispute, controversy, or claim arising out of or relating in any way to the relating to this contract must be brought in arbitration before the American Arbitration Association. You and airweave agree that no Arbitrator has authority to award relief in excess of what this agreement provides, award punitive damages or other damages not measured by the prevailing party's actual damages, or order consolidation or class arbitration.