



10 Year Memory Foam, HR Foam and Latex Mattress Topper Limited Warranty

The topper warranty covers visible permanent indentations equal to or greater than 50% of the thickness of the topper and that cover a minimum of 30% of the surface on one side. Minor body impressions are a normal part of any topper and it is recommended that users rotate their topper head-to-toe, and flip it over once a month for the first six months, then every other month for the life of the topper, to ensure even wear. Failure to do so will void the topper warranty.

Damages caused by improper unpacking, misuse (like kids jumping on the bed), abuse, accident, neglect, carelessness, alteration to the product, or if foam / latex is exposed to any moisture, liquids, chemical products and any other conditions that are beyond the control of the manufacturer are not covered.

In the event that service resulting from such defect is required during the warranty period, your mattress topper will be repaired or replaced. The warranty starts with the date of original purchase. Transportation costs to and from the point of repair is the responsibility of the consumer. This warranty is provided to original purchaser only and not transferable. All returns must be authorized by MFC.

This limited warranty does not cover:

- Any structural damage due to using an improper mattress or foundation. The mattress topper should be fully supported by a firm straight mattress or futon, in order to give it complete support over its entire length and width.
- Any damages due to using the topper without a cover or by using one that is not appropriate
- Foam or latex indentations
- Cracks, tears or if the topper splits
- Foam or latex odor
- The mattress cover (including stains, soiling, burns or shrinking)
- Normal increase in softness, oxidation of the latex, tears and decay of the foam / latex due to normal wear and tear

This warranty excludes: (a) minor imperfections and slight cosmetic flaws; (b) minor height discrepancies (less than 1/2"); (c) natural variances in the latex; (d) normal wear and tear; (e) tears, stains, soiling, burns, and discolouration that occur over time; (f) dampness, mould or mildew; (g) individual or personalized preferences relating to firmness and comfort; (h) normal body impressions not greater than 50%" as measured below the quilt line (with the cover off); (i) individual or personalized allergies and

sensitivities; (j) naturally occurring foam, cotton, wool, or latex foam aromas; (k) damage to the Mattress Topper cover (including shrinkage) resulting from removing, washing and/or cleaning the cover.

Additionally, the Mattress Topper Warranty does not cover conditions resulting from abusive handling, misuse, or neglect. The following circumstances void your Mattress Topper Warranty: (a) any unsanitary condition; (b) burns; (c) use of the Mattress Topper on an improper foundation; (d) physically abusing the Mattress Topper; (e) attempting to clean the Mattress Topper in an inappropriate manner; (f) exposing the Mattress Topper to direct sunlight or direct heat (such as an electric mattress pad); (g) improper storage of the Mattress Topper; (h) damage to the foam resulting from removing the Mattress Topper cover; (i) mold or mildew stains.

MFC makes no medical claims regarding its Mattress Toppers. Allergies, discomfort, or other conditions are not covered under this Mattress Topper Warranty. Any questions or concerns regarding medical and/or health conditions should be addressed by a licensed health professional.

Warranty Schedule The original purchaser must present proof of purchase for the warranty to be validated and the mattress topper must not be torn and be free of stains and soiling or the warranty will be voided. The replacement Mattress Topper will be of the same model, type and size as the original Mattress Topper purchased. In no event will a substitution model be used as a replacement except in the case of a discontinued Mattress Topper. In this event, a Mattress Topper of like build and design, at the discretion of MFC, will be used as a replacement for the defective Mattress Topper. Replaced or repaired Mattress Toppers are subject to the same Mattress Topper Warranty as the original Mattress Topper. If you obtain a replaced or repaired Mattress Topper the warranty term of the replaced or repaired Mattress Topper begins from the date of purchase of the original Mattress Topper. All transportation costs are the responsibility of the purchaser.

How to measure an indentation:

The topper needs to be removed from its cover and placed on the floor (no carpets). Place a straight edge across the topper and then show the 50% or greater indentation with a measuring tape on 30% of the surface.

MFC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY; THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPLACEMENT OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE WARRANTY DESCRIBED ON THE FACE OF THIS LIMITED WARRANTY. IN ANY CASE, THE EXTENT OF LIABILITY ON THE PART OF MFC WILL BE LIMITED TO THAT OF THE PURCHASE PRICE OF THE PRODUCT. ALL PARTS OF THIS LIMITED WARRANTY

APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OR UNLESS PROHIBITED BY LAW. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

DO NOT SMOKE IN BED OR PLACE YOUR MATTRESS NEAR AN OPEN FLAME. ALTHOUGH YOUR NEW MATTRESS TOPPER IS MANUFACTURED IN ACCORDANCE TO FEDERAL LAW, THE MATTRESS TOPPER IS NOT FIRE-PROOF.