



## **1 Year Limited Warranty - Foam Mattresses**

Beginning on the date of purchase, your new Foam Mattress is covered by a 1-year limited warranty (the "Foam Mattress Warranty"). The Foam Mattress Warranty is non-transferable and extends only to the original purchaser.

During the warranty period, the manufacturer, at their option, will replace or repair the defective parts. The manufacturer reserves the right to substitute materials of equal value and quality. Repair or replacement does not extend the original warranty period.

### **Defects Covered Under the Foam Mattress Warranty**

The Foam Mattress Warranty only covers visible permanent indentations equal to or greater than 1" as measured below the quilt line (without a cover). It is recommended that users rotate their mattress head-to-toe, once a month for the first six months, then every other month for the life of the mattress, to ensure even wear.

Your new mattress must be used with an appropriate mattress foundation or platform bed frame to qualify for the Mattress Warranty.

All mattress foundations and platform beds sold by Majestic are warranty approved. If you wish to use an existing platform bed frame and/or mattress foundation, or a platform bed frame and/or mattress foundation purchased through a third-party, certain parameters must be met to qualify for the Mattress Warranty.

The platform bed frame and/or mattress foundation parameters include: (1) the spacing between the slats must be no greater than 4"; (2) the slats must be supported by a full length mid-rail; (3) must have at least one mid-rail support that reaches the floor.

If the Mattress is placed on a solid platform (or the floor) there is an increased risk of excessive moisture damaging the mattress. Moisture related issues are not covered under the Mattress Warranty.

### **The Foam Mattress Warranty Does Not Cover**

Normal wear and tear or any condition resulting from the misuse or abuse of the mattress is not included in the mattress warranty. Each mattress is handmade to order, and minor imperfections are not considered to be defects. For example, surfaces may not be perfectly even, layers that may not be perfectly aligned or corners may not be perfectly symmetrical.

**Under no circumstance is mould and/or mildew covered under the Mattress Warranty.** We recommend a slatted platform bed frame and/or foundation to maximize air flow, but that alone does not guarantee a mould and/or mildew free environment. In high moisture situations additional steps may need to be taken to prevent mould and/or mildew from forming.

This warranty excludes: (a) minor imperfections and slight cosmetic flaws; (b) minor size discrepancies (less than 1"); (c) minor height discrepancies on mattresses placed side by side (less than 1"); (d) natural variances in the latex; (e) normal wear and tear; (f) tears, stains, soiling, burns, and discoloration that occur over time; (g) promotional items, "as is," or "floor models." (h) dampness, mould or mildew; (i)

individual or personalized preferences relating to firmness and comfort; (j) normal body impressions not greater than 1.5" (some settling of the fiber in the quilt layer should be expected and is not considered a defect); (k) individual or personalized allergies and sensitivities; (l) naturally occurring cotton, wool, foam or latex foam aromas; (m) damage to the Mattress cover (including shrinkage) resulting from removing, washing and/or cleaning the cover.

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

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

## **Other Conditions**

The original purchaser must present proof of purchase, and the law label and trade labels must be intact for the warranty to be validated and the mattress must not be torn and be free of stains and soiling or the warranty will be voided.

The replacement Foam Mattress will be of the same model, type and size as the original Foam Mattress purchased. In no event will a substitution model be used as a replacement except in the case of a discontinued Mattress. In this event, a Mattress of like build and design, at the discretion of Majestic, will be used as a replacement for the defective Mattress. Replaced or repaired Mattresses are subject to the same Mattress Warranty as the original Mattress. If you obtain a replaced or repaired Mattress, the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress. All transportation costs are the responsibility of the purchaser.

RENELLE FURNITURE INC AND MAJESTIC FURNITURE LTD 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 RENELLE FURNITURE INC AND MAJESTIC FURNITURE LTD 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 IS MANUFACTURED IN ACCORDANCE TO FEDERAL LAW, THE MATTRESS IS NOT FIRE-PROOF.

## **Making a Warranty Claim**

In the unlikely event that warranty service is required we will require at least one picture and a copy of the original invoice to begin processing the claim. All information should be emailed to [info@sleepmajestic.com](mailto:info@sleepmajestic.com).

Before you take any pictures please remove any top of bed coverings (such as sheets, mattress protectors, overlays, mattress pads etc.) and take a clear picture of the mattress showing the permanent indentation(s) in question measured against a straight edge spanning the width of the mattress.

In addition to what is listed above, we may require several more photos of the mattress to determine the validity of a claim.