

The Terry Cloth Waterproof Cover is warranted against defects in workmanship or materials for a period of 10 years from purchase.

**Please note; for complete terms and conditions, refer to the warranty in the product packaging.**

#### **Limited Additional Warranty - Mattress**

If this **Platinum Mattress Protector** is purchased in conjunction with purchase of a mattress from an authorized retailer of the **Platinum Mattress Protector**, LPCPG warrants this **Platinum Mattress Protector** will protect Customer's new mattress from stains on the mattress surface for up to 10 years after the date of purchase of the mattress and **Platinum Mattress Protector**. This warranty will service the stained area of the mattress.

**ALL FABRICS ARE SUBJECT TO GENERAL SOILING** and this warranty does not eliminate the need for routine care and washing of the mattress protector. This warranty covers isolated stain removal only and not general soiling. General soiling is defined as gradual buildup of dirt, dust, body oils, and perspiration which cannot be attributed to a single occurrence. If, during the 10-year period, a stain occurs that is covered by this Limited Warranty, subject to the terms hereof, the following will apply:

- A. First LPCPG will send a cleaning kit for the consumer to remove the mattress stain. Kit contains an eco-friendly solution that removes common household stains.
- B. LPCPG will send a cleaning company to remove the stain [LPCPG reserves the right to inspect the mattress to confirm eligibility];
- C. If the stain cannot be removed from the mattress surface and the stain occurred within 1 year after the date of purchase of the mattress and **Platinum Mattress Protector**, LPCPG will replace the mattress with one of comparable value selected by LPCPG.
- D. If the stain cannot be removed from the mattress surface and the stain occurred within years 2 through 10 after the date of purchase of the mattress and **Platinum Mattress Protector**, and the mattress is within the underlying warranty terms on the mattress, LPCPG, at its own discretion, will either replace the mattress surface or replace the mattress with one of comparable value selected by LPCPG.

To qualify for Limited Warranty coverage on the mattress Customer must: (i) have followed the procedure for replacement of the **Platinum Mattress Protector** set out above; (ii) present the original sales receipt for the mattress and the **Platinum Mattress Protector** to the address below; (iii) be able to demonstrate that the **Platinum Mattress Protector** was properly in place on the mattress when the stain occurred; and (iv) present the mattress manufacturer's written warranty.

Customer shall pay all service and transportation costs related to replacement of a mattress. A maximum of one cleaning or one claim under paragraphs B. or C. above is allowed under this Limited Warranty and thereafter LPCPGs' obligation to Customer regarding the mattress shall end.

#### **ADDITIONAL TERMS AND CONDITIONS PERTINENT TO PLATINUM MATTRESS PROTECTOR**

This Limited Warranty does not cover or apply to the following conditions as determined solely by LPCPG: (i) mattress protectors used for commercial, institutional, or rental purposes; (ii)

damage caused by failure to comply with LPCPGs' instructions for cleaning and use; (iii) mattress protectors that have been neglected, mishandled, or abused (whether in transit or otherwise); (iv) stains or other damage caused by nail polish, inks, cosmetics, bleach, non-food related grease, corrosives, chemicals, alcohol, or dyes; (v) stains or other damage caused by dealers or occurring prior to or during delivery or while the mattress is in or being moved into or out of storage or being moved between residences; (vi) cuts, punctures, or other damage caused by sharp objects that penetrate the **Platinum Mattress Protector**; (vii) stains or other damage caused by, or the result of, mold or mildew; (viii) damage caused by animal beaks, teeth or claws; (ix) stains or other damage caused by or related to fire (including water damage), smoke, flood or other natural disaster, theft or vandalism, or any other loss that is covered under an insurance policy; (x) stains or other damage caused by structural problems or appliance malfunctions such as, but not limited to, leaks from air conditioners, skylights, roofs, water heaters, or water pipes, (xi) normal soiling, wear and tear, (xii) items purchased "as-is", or (xiii) if there has been any attempt to clean a mattress surface without prior written consent of LPCPG. Also not covered are the sides of the mattress, linens, foundation, box spring or mattresses not fitted with the **Platinum Mattress Protector**.

**THE REMEDIES PROVIDED ABOVE SHALL BE THE SOLE REMEDY OF CUSTOMER. THERE SHALL BE NO LIABILITY ON THE PART OF LPCPG FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES or for any other damage, claim, or loss not expressly covered by the terms of this Limited Warranty.**

This Limited Warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs or expenses. This Limited Warranty applies to original product only and does not apply to any exchanged items. This Limited Warranty is not renewable or transferable to other owners or products. Actions taken by LPCPG in satisfying the terms of this Limited Warranty will apply to the original Limited Warranty period and will not serve to extend such period.

**THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. LPCPG MAKES NO OTHER WARRANTY WHATEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY LPCPG AND EXCLUDED FROM THIS AGREEMENT.**

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every Customer.

This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights, which may vary from state to state and province to province. For Residents of Canada: This Limited Warranty is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement. This Limited Warranty is valid in the United States, Puerto Rico, and Canada.