

## Naturepedic Mattresses, Pads and Accessories Limited Warranty

Congratulations on your purchase of a new Naturepedic® product. At Naturepedic, our goal is to provide quality materials and workmanship in the construction of the product.

If, however, you discover a material defect in your Naturepedic product, simply contact us at 1-800-91-PEDIC for instructions on how to claim your warranty. You can also write to the address printed on the law label of your product.

**What does this Warranty cover?** The warranty covers any defects in the Naturepedic mattress, crib mattress, pad, or mattress accessory you have purchased (the "Product") due to materials or workmanship. This Warranty covers you if you are the original owner of the Product and purchased it directly from Naturepedic or from an authorized retailer.

A Naturepedic mattress is defined as a product that includes either an innerspring, wavesupport™ core, or encased coil system.

A Naturepedic pad or mattress accessory includes without limitation, any mattress pads, juvenile pads, portable crib pads, bassinet pads, cradle pads, changing table pads, pillows or sheets. Please note that juvenile pads, while often referred to as mattresses, are not considered mattresses for purposes of the Naturepedic warranty, and are instead considered as pads.

**How long does the coverage last?** For purchases of a Naturepedic crib mattress, this Warranty lasts for so long as you are the original purchaser and owner of the mattress.

For purchases of a Naturepedic kids (non-crib) mattress (2 in 1 Ultra or Quilted Deluxe), this Warranty lasts for twenty (20) years from the date of purchase as long as you are the original purchaser and owner of the mattress.

For purchases of a Naturepedic adult luxury mattress, this Warranty lasts for ten (10) years from the date of purchase as long as you are the original purchaser and owner of the mattress.

However, if the mattress or crib mattress is used in a commercial facility (such as a child care facility or hospital), then this Warranty is limited to five years (which is the anticipated lifetime of the mattress used under such conditions).

For purchases of a Naturepedic pad or mattress accessory, this Warranty lasts for one (1) year from the date of purchase as long as you are the original purchaser and owner of the Product.

**What will Naturepedic do?** If the Product, when used properly, is shown to be defective due to materials or workmanship within the applicable warranty period, then we will, at our option, either: (a) repair or replace any defective or non-conforming goods; or (b) refund the portion of the purchase price relating to any defective or non-conforming goods.

**What is not covered by this Warranty?** This Warranty is limited to major defects that result from poor construction or defective materials or workmanship. Examples of defects include, but are not limited to, major unevenness in mattress dimensions or broken innersprings.

Every Naturepedic product is constructed individually, one at a time. As such, some degree of individualization of the finished product is an inherent part of that product. Defects that do not prevent reasonable continued use of the Product are not considered to be defects. For example, surfaces may not be perfectly even, and corners may not be perfectly shaped or symmetrical. These are not considered to be defects.

This Warranty does not apply when, upon inspection, the Product is found to be in an unsanitary condition, or when the Product failure is due to a cause other than defective materials or workmanship. The following are examples of what is not covered under this Warranty: (a) normal wear and tear; (b) tears, stains, soiling, burns, and discoloration that occur over time; or (c) dampness or mold.

In addition, this Warranty does not cover conditions resulting from abusive handling, misuse, or neglect, including: (a) folding or bending the Product; (b) excessive jumping on the Product; (c) attempting to clean the Product in an inappropriate manner; and (d) improper storage of the Product (including storage in damp locations, areas infected with insects or rodents, or any other unprotected storage areas).

This Warranty does not cover shipping charges associated with returning the damaged Product or with shipping any replacement Product.

**Additional limitations.** THIS WARRANTY DOES NOT COVER DAMAGES IN EXCESS OF THE PURCHASE PRICE THAT YOU PAID FOR YOUR MATTRESS. ADDITIONALLY, TO THE EXTENT PERMITTED UNDER STATE LAW, LABOR COSTS, INCLUDING REPAIR COSTS, AND OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED BY THIS WARRANTY. UNLESS YOU ARE A CONSUMER WHO PURCHASED THE PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THERE ARE NO WARRANTIES BEYOND THIS WARRANTY EXPRESSLY STATED ABOVE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY EXCLUDED. IF YOU ARE A CONSUMER WHO PURCHASED YOUR PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THE AFORESAID IMPLIED OR STATUTORY WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

**How to make a claim under this Warranty.** To make a claim under this Warranty, send a brief written description of the problem, plus proof of purchase (such as a dated sales receipt), postage prepaid, to Naturepedic at: 16925 Park Circle Drive, Chagrin Falls, Ohio 44023. For more information, please call 1-800-91-PEDIC (1-800-917-3342 or 440-543-1483) or visit [www.naturepedic.com](http://www.naturepedic.com).

**Your rights under state law.** Some states do not allow the exclusion or limitation of incidental or consequential damages in connection with the sale of consumer products, so the above limitation or exclusion of incidental or consequential damages may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**Other terms and conditions.** Naturepedic makes no medical or health claims regarding its mattresses or other products. Allergies, discomfort, or other conditions, are not covered under this Warranty. Any questions or concerns regarding medical or health conditions should be addressed by a licensed physician.