Please ensure you read the Warranty terms and Instruction for Use carefully before using the product. These can be found at <u>warranty.tempur.com</u>. To register your product, please visit <u>registermyproduct.tempur.com</u>



Dan-Foam ApS Holmelund 43 5560 Aarup Denmark

\*Dan-Foam ApS is a subsidiary of TEMPUR-Sealy International,

#### TEMPUR® WARRANTY

This document sets out the terms and exclusions of the TEMPUR Warranty for new TEMPUR products sold to consumers worldwide (excluding the USA and Canada).

## Who offers the TEMPUR Warranty?

The Manufacturer of TEMPUR products (except those in the USA and Canada) is Dan-Foam ApS, a company incorporated in Denmark under company registration number DK-24209709. Registered office address: Holmelund 43, 5560 Aarup, Denmark (the "Manufacturer"). Dan-Foam ApS is a subsidiary of TEMPUR-Sealy International, Inc.

## What is covered?

The Manufacturer warrants that all new and genuine TEMPUR products are free from material defects due to faulty workmanship or materials for the applicable warranty period (see section - For how long?) unless the product is specifically excluded or an exclusion applies (see section - Exclusions).

The TEMPUR Warranty is valid for products purchased by consumers anywhere in the world (except the USA and Canada) from the Manufacturer or an authorised retailer for personal use and not in the course of a business, trade or profession. A list of authorised retailers is available at tempur.com

# For how long?

The TEMPUR Warranty lasts for the period displayed on or inside the packaging of the relevant product or as stated below, starting from the date of purchase (except where the product is an ex-display or demonstration model in which case the warranty starts from the date of manufacture).

The warranty period is generally as set out in the warranty table, but the Manufacturer advises that you should check the warranty terms for the country in which you originally purchased your product as there may be a different warranty period applicable. For this, please visit warranty.tempur.com

Рго	oduct: Foam cores	Product Warranty	What's covered?
•	All TEMPUR® mattresses, unless stated otherwise below  TEMPUR® toppers for North and Promise bed systems	10 years	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR material.
•	TEMPUR® Original (15, 19, 20, 21, 25, Deluxe 17 (only when velour cover), Deluxe 22, Deluxe 27, Breeze 22, Breeze 27)	warranty* (see note below	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR material.
•	TEMPUR® Cloud (19,21,25, Breeze 22, Breeze 27)		
•	TEMPUR® Sensation (19,21,25, Deluxe 22, Deluxe 27, Breeze 22, Breeze 27		
•	TEMPUR® Topper 7		
•	TEMPUR® Experience Mattress TEMPUR Relaxation Mattress		
•	TEMPUR® Topper 5 TEMPUR® Futon All Seasons™ TEMPUR® Futon Deluxe (7cm)	5 years	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR material.
•	TEMPUR® Topper Deluxe 3.5 TEMPUR® Topper 3.5		Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR material.
•	TEMPUR® Futon Basic (6cm) TEMPUR® Futon Simple (6cm)	·	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR material.
•	All moulded TEMPUR® Pillows, Cushions, Wedges, and other TEMPUR® Home	·	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR material.
•	All TEMPUR® Pillows filled with TEMPUR® Material granulates: o Traditional Pillows o Comfort Pillows o Ombracio Pillow o Long Hug Pillow o Down Luxe Pillow	· ·	Material defects due to faulty workmanship or materials

<ul><li>TEMPUR® Bicycle Pad</li><li>TEMPUR® Sleep Mask</li></ul>	2 years	Material defects due to faulty workmanship or materials.
Product: Covers	Product Warranty	What's covered?
Covers for ALL products, unless stated otherwise below	2 years	Material defects due to faulty workmanship or materials.
Cover for TEMPUR® Futon Simple	1 year	Material defects due to faulty workmanship or materials.
Cover for TEMPUR® Down Luxe Pillow	3 year	Material defects due to faulty workmanship or materials.
Product: Beds and bed parts	Product Warranty	What's covered?
<ul> <li>ALL TEMPUR® Bed Bases, Bed Frames &amp; Headboards unless stated otherwise below</li> <li>ALL Bed System Items – remote control units, massage units and bed motors</li> </ul>	2 years	Material defects due to faulty workmanship or materials.

\*Limited Warranty - If you make a valid claim after 5 years from the date of purchase, the Manufacturer will provide you with an equivalent mattress subject to you paying a percentage of the price of the replacement mattress\*\*, see percentage table below: In addition, some countries may offer a 10 year warranty for these products so please check your local TEMPUR store or website for details.

Years 0 -5 – Pay nothing	
Year 6 - Pay 10% of the current RRP	Year 11 - Pay 60% of the current RRP
Year 7 - Pay 20% of the current RRP	Year 12 - Pay 70% of the current RRP
Year 8 - Pay 30% of the current RRP	Year 13 - Pay 80% of the current RRP
Year 9 - Pay 40% of the current RRP	Year 14 - Pay 90% of the current RRP
Year 10 - Pay 50% of the current RRP	Year 15 - Pay 95% of the current RRP

<sup>\*\*</sup>The price of the replacement mattress will be subject to the price published in the Manufacturer's RRP pricelist in force in the country at the time, when the claim is made.

### What will we do?

Where a valid claim is made in accordance with this TEMPUR Warranty, the Manufacturer shall offer, at its choice, either to repair the defective product or provide an equivalent replacement product free of charge.

The Manufacturer will refund the reasonable delivery cost of returning a defective product for repair or replacement so long as the claim is valid under the terms of this TEMPUR Warranty and the product is returned from an address within the same country as the authorised retailer the product was purchased from. The repaired or replacement product will be delivered free of charge to an address within the same country as the authorised retailer the product was purchased from. In all other circumstances, any delivery costs associated with any repairs or replacements are the purchaser's responsibility.

In the event of replacement, the Manufacturer shall endeavour to provide a replacement product from the same line. However, if the product line has been discontinued or the product is otherwise not available, the Manufacturer reserves the right to provide a replacement product that, in the Manufacturer's sole discretion, is similar to the defective product.

The TEMPUR Warranty provides cover from the date of purchase (or date of manufacture in the case of ex-display/demonstration products) of the original product. It is not renewed on the provision of a repaired or replaced product. In these circumstances, the TEMPUR Warranty will run for the remainder of the period starting from the original purchase or manufacture date, as applicable.

#### **Exclusions**

The TEMPUR Warranty does not apply if:

- the product has been purchased used, second hand or from anyone other than an authorised retailer or directly from the Manufacturer. A list of authorised retailers is available at tempur.com
- the process for making a claim under the TEMPUR Warranty (set out under the heading "How do you claim under the TEMPUR Warranty?" below) has not been correctly followed.
- the product has not been used and/or handled with due care and/or in accordance with the
  instructions of use, cleanliness and maintenance described in the Instructions for Use and at
  warranty.tempur.com
- the product has been deliberately damaged or damaged as a result of neglect, cuts, burns, flooding or any other improper use by you or by any third party.
- the defect is caused as a result of the product having been bent, squeezed or exposed to cold temperatures for a period of time causing the material to tear or permanently deform.
- the product has been wet or soaked against Manufacturer's recommendations.
- the product is found to be very stained, soiled and/or otherwise unhygienic.
- the product has been altered or repaired without the Manufacturer's prior permission.
- adjustable bed base has been overloaded or misused against the manufacturer's weight restrictions.
- the defect is the result of normal wear and tear.
- zips on the cover of TEMPUR Products unless faulty upon receipt of product.
- slippers, we do not offer extended warranty on this item.
- for mattresses (within the range of CE marked products), the defect or change in the product is only a minor variation or normal change which does not affect the pressure redistributing properties of the product.

How do you claim under the TEMPUR Warranty?

To claim under the TEMPUR Warranty you must:

- contact the authorised retailer you originally purchased the product from (the "Seller"). If the Seller is either no longer in business or is no longer a TEMPUR authorised retailer, please contact the Manufacturer.
- present the original invoice or sales receipt as evidence of the purchase.
- have correctly completed the TEMPUR Warranty certificate given to you at the time of purchase or the online form available at <u>registermyproduct.tempur.com</u> Please register your TEMPUR Warranty as soon as possible after your purchase.
- return the product to the Seller or to the Manufacturer (but only if the Manufacturer has
  requested the product). If the Manufacturer determines that the claim is valid in accordance
  with the terms of this TEMPUR Warranty, you will be refunded the reasonable delivery costs
  for the returning the defective product so long as the product has been returned from an
  address within the same country as the Seller.

# Our liability to you

The liability of the Manufacturer is limited to the cost of repair and/or replacement of the product under the TEMPUR Warranty. Accordingly, the Manufacturer will not be liable for all other liability for loss or damage howsoever caused arising out of the purchase, possession, sale or use of the products. However, the Manufacturer does not exclude or limit in any way its liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.

The products are only sold for domestic and private use. The Manufacturer has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### Your legal rights

The TEMPUR Warranty does not affect a consumer's statutory rights under applicable law but aims to enhance the consumer's rights where applicable.