

KINGSDOWN, INC.

## Kingsdown® Controller Warranty Information

FIVE YEAR LIMITED WARRANTY

### Warranty Coverage

#### Limited Warranty

We warrant to the original purchaser, subject to the terms provided in this warranty brochure, that the Kingsdown® Controller Device manufactured by us which you have purchased ("product") will be free from defects in material and workmanship as described in this brochure. This limited warranty begins the day you purchase your set of Kingsdown® bedding and will remain in effect until the product by Kingsdown, Inc., is no longer owned by the original purchaser, or the limited warranty period of five years expires, whichever first occurs.

If your product is replaced through a warranty claim during the non-prorated period of the warranty, your original warranty remains in effect from your original purchase date.

If your product by Kingsdown, Inc. has a defect covered by this limited warranty, Kingsdown, Inc. will provide a replacement if a valid warranty claim is properly submitted within the applicable non-prorated period of the warranty. The replacement, if the claim is submitted in the non-prorated period of the warranty, will be provided at no charge, upon verification of the valid warranty claim, however, you will be responsible for any applicable transportation and handling fees.

This warranty covers only the Kingsdown® Bed Controller as warranty terms for the Kingsdown® mattress set are covered in the Kingsdown Mattress Care Package. Only the defective piece or part will be replaced, not the entire set of bedding, unless the entire set is determined to be defective. Replacement of one piece will not automatically result in the replacement of the other piece.

In the event of replacement, Kingsdown, Inc. reserves the right to use the closest comparable materials or models and does not guarantee that the replacement will match the existing piece. Kingsdown may, at Kingsdown's sole option deemed it appropriate to use new, reconditioned or rebuilt parts and components. All replaced parts become the property of Kingsdown, Inc. This warranty is non-transferrable.

### This warranty Does Not apply to the following:

This warranty does not cover

- Damage resulting from misuse, abnormal use, accidents, improper storage, exposure to moisture, liquids, or dampness
- Damage resulting from unusual stress, both physical and electrical
- Damage defects resulting from collision impacts such as vacuum cleaners, or storage boxes
- Controllers with the FCC or identity code removed or made illegible
- Use of the controller with any non-Kingsdown® Product
- Ordinary wear and tear
- Any force of nature including but not limited to; fire, earthquake, flood, or lightning
- Theft
- Improper installation, improper or neglected maintenance
- Exposure to pet hair or fluids of any type.
- The product that has been altered or accessed by any non-Kingsdown authorized personnel

### Limitations

**Any and all implied warranties on your sleep system product by Kingsdown, Inc., including any implied warranty of merchantability or fitness for a particular purpose, shall not exceed in duration the term during which this limited warranty is in effect.**

The retailer through whom you have purchased the product has no authority to extend or modify the terms of the limited warranty and no extension or modification of this limited warranty shall be authorized by or binding upon Kingsdown, Inc.

**Your sole remedy for any defect or deficiencies in the sleep system accessory product by Kingsdown, Inc., you have purchased or for a breach of the limited warranty shall be to have Kingsdown, Inc. replace the product in accordance with the terms and conditions of this limited warranty. Kingsdown, Inc. shall not be liable to pay any consequential or incidental damages, or damages or expenses of any other nature whatsoever; arising from use or ownership of the sleep system product by Kingsdown, Inc., or from breach of the limited warranty stated herein.**

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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.

**Proper use of the Product by the Purchaser is a requirement of this warranty**

### How to Make a Warranty Claim

Notification of claims under this limited warranty or other inquiries shall be directed to the retailer from whom the sleep system product by Kingsdown, Inc., was originally purchased, or if the retailer cannot be contacted, to Kingsdown, Inc. P.O. Box 388, Mebane, North Carolina 27302. After providing notification of your claim, you should then promptly follow the instructions provided by the retailer or by Kingsdown, Inc. **You must keep your sales receipt or other proof of purchase and provide copies of these documents at the time you submit a claim under this limited warranty.** If it is necessary for Kingsdown, Inc. to handle the claim directly, then the original purchaser will pay the full cost of handling and transportation to and from the nearest Kingsdown, Inc. facility.

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