

## WARRANTY

---

At Kingsdown, we like to ensure a good night's sleep that's why our sleep systems are backed by one of the finest warranties in the business.

---

Your warranty protects you from the day you purchase your sleep system and continues according to the "Warranty Schedule" shown below. In the event that we repair or replace your mattress and/or foundation, this warranty continues your protection from the original date of purchase. Should you need to make a warranty claim, please contact your local retailer.

### WARRANTY COVERAGE

This warranty covers the following items during normal wear:

#### Mattress:

- Torn handles, stitches pulled out of the handle where sewn to the mattress, or tears in the mattress fabric where the handles are attached.
- Coils or wires that are loose or broken.
- Coils or wires that protrude or rip through the fabric.
- Body indentations of 2-inches or greater.
- Sagging: Your mattress must be continuously supported by a Kingsdown appropriate foundation, or equivalent, with an appropriate frame. The frame should include a rigid centre support with at least 5 legs or a rigid centre support with at least 5 hard wood cross slats for queen and king sets. (See illustration for clarification). A rigid centre support is equal to a support that extends from the frame to the ground.

#### Foundation:

- Splits in the wood frame.
- Squeaks, rattles or noises.
- Broken, loose or defective beams and/or centre support rail.
- Loose or broken module wire.
- Compression of modules.
- Unstapling of modules.
- Sagging: A proper bed frame must continuously support the foundation. For king and queen sets, a rigid centre support with at least 5 legs or a rigid centre support with at least 5 hardwood cross slats is necessary. (See illustration for clarification).

#### Items Not Covered:

Items and damages not specifically listed in the "Warranty Coverage" section are not covered, including, for example:

- Mattress fabric.
- Border wires, which run along the perimeter of the mattress and foundation, bent due to moving or bending the sleep set.
- Structural damage from using an improper bed frame. This warranty applies to queen and king size mattresses or foundations ONLY if they are used on an appropriate frame with a rigid centre support having at least 5 legs or rigid centre support with 5 hardwood cross-slats.
- Used bedding or bedding sold "as is" and floor models.
- Bed height.
- Comfort preferences.
- Body indentations less than 2 inches. Mattress damage due to an inappropriate foundation. A mattress is designed for full performance when used in conjunction with a Kingsdown appropriate foundation as part of a total sleep set.
- Replacement of another piece in the sleep set, unless such other piece is also defective.
- Mattress or foundation damage due to abuse.
- Transportation costs.
- Damage incurred by transportation or delivery.
- Sheet fit.

*Examples of Proper Bed Frames for Queen and King Size Bedding*



## BODY INDENTATIONS

Body indentations can be a normal occurrence in your new mattress, and indicates that the upholstery and comfort layers are conforming to your body's individual contours. Do not attempt to sleep on the foundation or the non-sleep surface of the mattress as they are not made for that purpose.

We have made every effort to ensure we manufacture our sleep sets with the finest materials available. If, however, you do discover a defect in your new Kingsdown mattress or foundation, simply contact the retail store where you purchased your sleep set.

If a covered defect occurs during the warranty period (which is described in the warranty schedule below) Kingsdown will repair or replace (at Kingsdown's option) the defective mattress and/or foundation within a reasonable period of time.

**In order for this limited warranty to be valid, you must:**

1. Be the original consumer purchaser, and have purchased the sleep set from one of our authorized dealers in Canada.
2. Provide a copy of the original store receipt, or other proof of date, place or purchase and purchase price, and
3. Provide the law label from the defective product.

If identical materials are not available at the time of the product service, Kingsdown reserves the right to substitute material of equal or greater value, or, at our option, provide a refund. You'll be responsible for the transportation costs of the product to and from the store or factory, as applicable.

**Your warranty does not cover products found to be in an unsanitary condition or when the product failure is due to causes other than defective materials or workmanship.**

## EXCLUSIVE REMEDY/OTHER LIMITATIONS

ANY AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXCEED IN PURCHASE BY THE CONSUMER.

THE SERVICE TERMS STATED IN THIS WARRANTY SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF PRODUCT FAILURE DURING THE WARRANTY PERIOD. KINGSDOWN SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT OR INABILITY TO USE THIS PRODUCT, OR THE FOR THE BREACH OF THIS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

**Kingsdown does not warrant that this product is suitable for any person's medical condition. Kingsdown makes no warranty beyond that what is contained in writing.**

Some provinces do not allow the exclusion or limitation of or incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from province to province. Kingsdown does not authorize any person to create for it any other obligation or liability in connection with this warranty.

## WARRANTY SCHEDULE

It's easy to determine the length of your warranty and its terms. Simply match the Warranty Code from your mattress' law tag with the same code on this warranty schedule.

Warranty Code on Law Tag	Total Limited Warranty Period	Period for no-charge* repair or replacement	Calculation of charges for repair or replacement beyond no-charge* period
A	10 Years	10 Years	No-charge coverage during total limited warranty period**
B	10 Years	5 Years	Divide your dealer's current retail price*** by ten, then multiply by the number of years since your purchase. Round to the nearest whole year.**
C	10 Years	3 Years	
D	10 Years	1 Year	
E	5 Years	1 Year	
F	1 Year	1 Year	

**Kingsdown reserves the right to substitute material of equal value.**

\* Transportation costs are the sole responsibility of the purchaser

\*\* Your purchase is established from the date of your receipt

\*\*\* If the Kingsdown product purchased is no longer being manufactured, the current retail price will be determined by Kingsdown from a comparable product. Kingsdown has the sole discretion to determine which current retail price will be used.

# KINGSDOWN®