

SEALY LIFESTYLE BASE WARRANTY INFORMATION

15-YEAR LIMITED WARRANTY SEALY, INC. (“SEALY®”) GUARANTEES THAT WE WILL, AT SEALY’S OPTION, REPLACE OR REPAIR PURCHASER’S SEALY LIFESTYLE BASE IF IT IS DEFECTIVE DUE TO FAULTY WORKMANSHIP OR MATERIALS, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS WARRANTY.

YEAR 1: FULL COVERAGE OF PARTS AND LABOR

Your Sealy adjustable base system is warranted against defects in the workmanship or materials for a period of one (1) year from the warranty commencement date. Electronics, electrical components and drive motors are included. Upon notice during the first year from the warranty commencement date, Sealy, based on availability will send new, refurbished or remanufactured replacement parts (at no cost to the purchaser) for any defective part to the purchaser, and Sealy will pay all authorized labor and transportation costs associated with the repair or replacement of any parts Sealy determines to be defective. This one (1) year warranty shall not apply if purchaser does not return any and all defective parts to Sealy within 15 days of purchaser’s receipt of replacement part.

YEARS 2 THROUGH 5: FULL COVERAGE OF PARTS ONLY

Upon notice during the years two thru five (2–5) from the warranty commencement date, Sealy, based on availability will offer new, refurbished or remanufactured replacement parts (at no cost to the purchaser) for any defective part to the purchaser. Electronics, electrical components, and drive motors are included. This five (5) year warranty shall not apply if purchaser does not return any and all defective parts to Sealy within 15 days of purchaser’s receipt of replacement part. Purchaser shall bear all service, transportation, labor, and shipping costs related to the delivery and/or replacement of the defective part.

YEARS 6 THROUGH 15: PRORATED COVERAGE OF PARTS ONLY

Upon notice during the sixth through the fifteenth (6–15) years from the warranty commencement date, Sealy, based on availability will offer new, refurbished or remanufactured replacement parts (upon terms and conditions set forth in this paragraph) for any mechanical bed part found to be defective. Electronics, electrical components, and drive motors are excluded. Purchaser shall pay 1/10th of the then current replacement cost of the defective part multiplied by the number of years after five (5) years from the warranty commencement date, and Sealy shall bear the remainder of the cost of the replacement part. This fifteen (15) year warranty shall not apply if purchaser does not return any and all defective parts to Sealy within 15 days of purchaser’s receipt of replacement part. Purchaser shall bear all service, transportation, labor, and shipping costs related to the delivery and/ or replacement of the defective part. After the 15th year, purchaser shall bear the entire cost of repair and replacement of all parts and materials, including labor and transportation.

ADDITIONAL TERMS AND CONDITIONS

This warranty does not apply;

- A) to any damage caused by the purchaser;
- B) if there has been any unauthorized repair or replacement of the unit’s parts;

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C) if the unit has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any way inconsistent with the operation and maintenance procedures outlined in the Reference Guide, this warranty, and any other applicable document published or approved by Sealy;

D) to damage to mattresses, fabric, cables, electrical cords or items supplied by Resellers;

E) if there has been any unnecessary service calls, including costs for in-home service calls solely for the purpose of educating the consumer about the unit for finding an unsatisfactory power connection; and

G) if the recommended weight restrictions are not followed (Twin / Twin Extra Long / Full / Full Extra Long/ Queen / Split Queen / Split CA King: 650 pounds), the warranty will be void.

Repairs to or replacement of the Sealy Lifestyle Base or its components under the terms of this limited warranty will apply to the original warranty period and will not serve to extend such period.

The decision to repair or to replace defective parts under this warranty shall be made, or case to be made, by Sealy at its option and in its sole discretion. REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY OF THE PURCHASER. THERE SHALL

BE NO LIABILITY ON THE PART OF SEALY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGE, CLAIM, OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS WARRANTY. SERVICE TECHNICIANS ARE NOT RESPONSIBLE FOR MOVING FURNITURE, REMOVING HEADBOARDS AND FOOT BOARDS OR ANY ITEMS REQUIRED TO PERFORM MAINTENANCE. THIS LIMITED WARRANTY DOES NOT INCLUDE REIMBURSEMENT FOR INCONVENIENCE, REMOVAL, INSTALLATION, SETUP TIME, LOSS OF USE, SHIPPING, OR ANY OTHER COSTS OR EXPENSES. SEALY MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY SEALY AND EXCLUDED FROM THIS AGREEMENT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every purchaser. This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state. This warranty is valid in all 50 states, Puerto Rico, and Canada. This warranty is valid only for the original purchaser of the product. An original purchaser is one who purchases the product directly from Sealy, Inc. or an authorized

Reseller of Sealy, Inc. If you are not the original purchaser of this product, you take it "as is" and "with all faults." If you did not purchase this Sealy adjustable base system directly from Sealy, Inc., we will require proof of purchase from you demonstrating that you are the original purchaser and eligible to make a valid claim under this warranty. This warranty begins on the "warranty commencement date" which is the date of purchase for new unused units, and the date of manufacture for units that have been used as floor or display models. Thus, on a floor model unit, the warranty is a portion of the limited 15-year warranty. If original proof of purchase is not provided by purchaser, Sealy reserves the right to determine if the unit is not covered by this warranty or to use the manufacturing date as the warranty commencement date. This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state.

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BINDING ARBITRATION AND CLASS ACTION WAIVER FOR U.S. RESIDENTS

- A) this section applies to any dispute except it does not include a Dispute relating to the enforcement or validity of your, Sealy's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Sealy concerning your Sealy mattress or this warranty, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
- B) in the event of a dispute, you or Sealy must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Sealy, Inc., ATTN: Legal Department, 1000 Tempur Way, Lexington, KY 40511. Sealy will send any Notice of Dispute to You by U.S. Mail to Your address if we have it or to your email address if we have it. You and Sealy will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Sealy may commence arbitration.
- C) you may also litigate any dispute in small claims court in your county of residence or Fayette County, Kentucky if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
- D) if you and Sealy do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- E) any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither You nor Sealy will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- F) any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules applying U.S. Federal Rules of Procedure and U.S. Federal Rules of Evidence. The AAA Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see www.adr.org or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in Fayette County, Kentucky. Sealy agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.
- G) Sealy will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses as provided below. If you reject Sealy's last written settlement offer made before

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the arbitrator was appointed (“Sealy’s last written offer”), your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than Sealy’s last written offer, Sealy will give you three incentives: (i) pay the greater of the award or \$5,000; (ii) pay twice your reasonable attorney’s fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Sealy agree on them. For purposes of this limited warranty, an email shall be considered a written communication.

H) in any arbitration you commence, Sealy will seek its AAA or arbitrator’s fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Sealy commences, Sealy will pay all filing, AAA, and arbitrator’s fees and expenses. Sealy may also seek its attorney’s fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

I) this warranty governs to the extent it conflicts with AAA’s Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

J) to the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one year in small claims court, an arbitration proceeding, or in court, if so permitted herein. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

K) if the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law.

This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.

If you experience any trouble with your Sealy adjustable base system during the warranty period, please consult the troubleshooting section of your Reference Guide. If problems persist after following these instructions, please call: 1-800-499-1965 or in Canada 1-800-268-4414.