

## LIMITED WARRANTY

For a Protect-A-Bed mattress protector/encasement (the "Product") purchased in the USA, JAB Distributors, LLC dba Protect-A-Bed ("Protect-A-Bed") warrants to the original end-user purchaser ("Purchaser") of the Protect-A-Bed mattress protector/encasement (the "Product") that if the laminate or fabric of the Product fails as a result of a defect in manufacturing in the course of normal usage during the Warranty Period (as defined below), Protect-A-Bed will replace the Product, provided the Purchaser complies with the conditions identified below: The "Warranty Period" shall mean the period commencing upon the date of purchase of the Product by the Purchaser and continuing (i) in the case of sales for HOUSEHOLD use (i.e., non-commercial use) for a period of TEN years, and (ii) in the case of sales for COMMERCIAL use for a period of TWO years. **Please retain this warranty and original proof of purchase for at least TEN years from your purchase date.**

In addition, in the event that the Product and a NEW mattress are purchased by an individual consumer for HOUSEHOLD use at the same time from the same authorized retailer, Protect-A-Bed also warrants to the Purchaser that if the Product fails to protect (due to manufacturing defects in the Product) the mattress sleeping surface against staining while properly covered by the Product during shorter of the Warranty Period (defined above) or the warranty period offered on the mattress by the mattress manufacturer, then Protect-A-Bed will, in its sole discretion, either have the mattress professionally cleaned, or replace the mattress with one of comparable quality and value, in each case provided the Purchaser complies with the conditions identified below: The warranty in this paragraph shall terminate in the event that Protect-A-Bed satisfies its warranty obligations under this paragraph with respect to a claim; no subsequent claims will be covered. Installing (or reinstalling after laundering) an obviously damaged Product voids the warranty in this paragraph. For the avoidance of doubt, the warranty in this paragraph does not apply to mattresses used commercially or to ensembles and mattress bases, or mattresses not fitted with the Product. The warranty in this paragraph also does not apply to damage caused by normal wear and tear or stains caused by inks, nail polish, cosmetics, bleach, grease, alcohol, dyes or solvents.

## CONDITIONS TO WARRANTIES

In addition, Protect-A-Bed's obligations under the foregoing warranties are subject to, and conditioned upon, the Purchaser's compliance with the following conditions:

1. The Product must be laundered in accordance with the following laundering instructions and any other laundering instructions included in the documentation accompanying the Product: (A) Ensure that NO bleach or bleach alternative is used in the washing cycle; and (B) Dry in the dryer at a medium temperature together with bed linen and towels (never dry alone in the dryer).
2. The Product must be inspected for damage after laundering, and use must be discontinued if damage is apparent.
3. The Product must not be subjected to abuse or improper installation or maintenance.
4. Any warranty claim must be submitted by contacting Protect-A-Bed at the toll free telephone number listed below within 5 days after damage is detected for instructions to return the Product.
5. The Product must be returned to Protect-A-Bed for inspection and validation in accordance with the instructions provided by Protect-A-Bed when the claimant telephones Protect-A-Bed as required above. DO NOT RETURN THE DAMAGED PRODUCT TO A RETAILER FROM WHOM YOU PURCHASED IT.
6. A purchase invoice/receipt from an authorized distributor/reseller must be presented to make a warranty claim.
7. The Protect-A-Bed product code on the washing instruction label must be submitted to make a warranty claim.

## DISCLAIMERS, LIMITATIONS AND EXCLUSIONS

The foregoing express warranties are the sole warranties given by Protect-A-Bed, and shall extend only to the Purchaser. FOR SALES TO ANY PURCHASER OTHER THAN A CONSUMER PURCHASING FOR HOUSEHOLD USE, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL PROTECT-A-BED BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, EVEN IF PROTECT-A-BED IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The remedies provided herein are the sole and exclusive remedies of the Purchaser and no one is authorized to assume or undertake for Protect-A-Bed any other liability in connection with the sale of the Product. Some jurisdictions do not allow the disclaimers of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. In the event that the disclaimer of implied warranties is not applicable to you, then such implied warranties shall only remain in effect during the applicable Warranty Period. This warranty gives you specific legal rights and you may have other rights which vary from state to state. This warranty is non-transferable. This warranty shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to the provisions concerning the conflicts of laws.

Protect-A-Bed reserves the right to revise the warranty it offers in connection with the sale of products from time to time. Accordingly, the warranties set forth in this certificate apply only to the Product accompanied by this warranty certificate. For the latest warranty information for any products offered or sold in the future, please refer to Protect-A-Bed's web site: [www.protectabed.com](http://www.protectabed.com).