

# Basic Warranty

## English

### LIMITED WARRANTY – MATTRESS PROTECTORS & ENCASEMENTS.

For a Protect-A-Bed mattress protector/encasement (the “Product”) purchased in the USA or Canada SF Home Décor, LLC and its affiliates (the “Company”) 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), The “Company” 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 FIVE 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 FIVE 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, The “Company” 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 The Company will, in its sole discretion, either have the mattress professionally cleaned, or replace the mattress with one of comparable quality and value, *but in no event at a total retail cost to the Company in excess of \$600*, 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 (i) normal wear and tear, (ii) stains caused by inks, nail polish, cosmetics, bleach, grease, alcohol, dyes, chemical hair treatments, self-tanning or tanning related chemicals, or solvents, (iii) stains or other damage occurred during moves between residences, or while in storage, (iv) smoke, flood, or other Acts of God, (v) stains or damage caused by, or the result of mold or mildew, (vi) theft, vandalism or other crimes, or any loss that is covered by an insurance policy, or (vii) stains or odors of unknown origins.

### CONDITIONS TO WARRANTIES

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; (B) Dry in the dryer at a medium temperature together with towels and other linens (never dry alone in the dryer), and (C) position the protector so that the fabric (non laminated side) is exposed to the drums of the washer and drier.
2. The Product must be inspected for damage after laundering, and use must be discontinued if damage is apparent.
3. Attempting to clean the stained mattress prior to or during the warranty process, unless otherwise instructed by the Company agent, will void the warranty.
4. The Product must not be subjected to abuse or improper installation or maintenance.
5. Any warranty claim must be submitted by contacting the Company at the toll free telephone number listed below within 5 days after the incident occurs for instructions to return the Product.
6. The Product must be returned to the Company, within 15 business days of receipt of the replacement Product, for inspection and validation in accordance with the instructions provided by the Company

when the claimant telephones the Company as required above. DO NOT RETURN THE DAMAGED PRODUCT TO A RETAILER FROM WHOM YOU PURCHASED IT. A purchase invoice/receipt from an authorized distributor/reseller must be presented to make a warranty claim, within 15 days of when the claim was opened.

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 the Company, 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 THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, EVEN IF THE COMPANY 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 the Company 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.

This Limited Warranty is subject to change by the Company at any time in its sole discretion. The Company's current Warranty may be found at [www.protectabed.com](http://www.protectabed.com).

The Company's Return Process is subject to change by the Company at any time in its sole discretion. The Company's current Return Process may be found at [www.protectabed.com](http://www.protectabed.com)

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