

## **FUTURE FOAM, INC. FIVE YEAR LIMITED WARRANTY FOR MATTRESS**

Thank you for purchasing a mattress manufactured by Future Foam. This limited warranty covers mattresses manufactured or distributed by Future Foam, sold and used only in the United States. This limited warranty is provided only to the original retail consumer purchaser who purchases the mattress for personal use from an authorized Future Foam dealer.

### **What Is Covered and For How Long**

FUTURE FOAM, INC. warrants this product to the original consumer purchaser against defects in materials and workmanship under normal consumer use for a period of five (5) years from the date of original retail purchase (the "Limited Warranty Period") as described below.

This warranty covers only normal residential consumer use, and is limited to coverage of the following defects:

Permanent body impressions or indentions of 1 inch or greater visible when no weight is applied to the top of the mattress, measured from the top edge of the mattress and that is not caused from use of an improper or unsupportive foundation or adjustable bed base. The mattress must be continuously used with a matching foundation or a bed frame that can support the combined weight of your body, the mattress and foundation; and

Any physical flaw in the foam resulting in splits or cracks under of normal use and proper handling.

### **What Is Not Covered**

This Warranty does not cover:

Ordinary wear and tear  
Fabric or covering materials  
Change in comfort or firmness preference  
Decrease in the product's slow recovery rate (elasticity)  
Commercial use applications  
Damage caused by failure to follow use instructions or during installation  
Permanent body impressions or indentations of less than 1 inch  
Soft Spots  
Slight manufacturing imperfections and flaws (such as rounded corners or a surface that is not perfectly flat)  
Dampness or mold  
Allergies or personal sensitivities  
Odor  
Damage caused by not unpacking mattress right away upon receipt  
Foam color change or yellowing  
Voids in molded products

Rips and tears in the foam  
Burns, stains or spoilage  
Overall finished product height  
Consumer abuse  
Structural damage resulting from moving or transporting  
Shipping cost related to a warranty service request

Future Foam makes no medical or health claims regarding its products. Allergies, discomfort, or other conditions, are not covered under this Limited Warranty. Any questions or concerns regarding medical or health conditions should be addressed by a licensed physician.

### **Your Responsibilities**

If you discover a defect in the product promptly contact Future Foam for warranty service. Save your proof of purchase in the event you have a warranty claim.

### **How To Get Warranty Service**

To obtain Warranty service, email [cpwarrantyclaims@futurefoam.com](mailto:cpwarrantyclaims@futurefoam.com) or call 336-861-8095. You are responsible for delivery and any shipping costs related to the return of a product purchased under the terms of this warranty and returned for replacement or repair. However, do not return the product without first obtaining Future Foam's authorization. Your warranty service claim will be processed within a reasonable period of time. Response times may vary.

### **What We Will Do**

If a covered defect occurs and is confirmed upon inspection by Future Foam during the Limited Warranty Period, Future Foam will replace the product.

Your proof of purchase is needed to determine the original date of purchase.

If Future Foam replaces the product, it may substitute products designated by Future Foam to be of comparable quality in the event the product you purchased was discontinued or modified. Future Foam reserves the right to discontinue any product. If Future Foam elects to replace the product and you do not want, decline or accept the replacement product, Future Foam shall have no further obligations to you under this warranty.

Replacement product becomes the property of the consumer purchaser and the replaced product becomes the property of Future Foam. Once a replacement mattress has been provided the consumer, this warranty becomes void and does not extend to the replacement product.

### **Exclusions and Limitations**

FUTURE FOAM, INC. DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IF WE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL IMPLIED

WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WARRANTY. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, FUTURE FOAM SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DAMAGE TO PERSONAL OR REAL PROPERTY, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST GOODWILL, OR FOR THE FAILURE TO PERFORM OUR OBLIGATIONS UNDER THIS WARRANTY. NO SUCH DAMAGES SHALL BE RECOVERABLE EVEN IF THE REPLACEMENT REMEDIES FAIL THEIR ESSENTIAL PURPOSE. OUR TOTAL LIABILITY UNDER ANY LEGAL THEORY WILL BE LIMITED TO THE ORIGINAL RETAIL PURCHASE PRICE PAID BY THE CONSUMER FOR THE PRODUCT EXCLUDING TAXES AND SHIPPING COSTS.

This Limited Warranty applies only to products (i) manufactured and/or distributed by Future Foam, Inc. that can be identified as such and (ii) purchased in the United States of America, including the District of Columbia, and the Territories of Puerto Rico, the U. S. Virgin Islands, and Guam.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.