

## **FUTURE FOAM, INC. LIMITED WARRANTY FOR MATTRESS TOPPERS AND PILLOWS**

Thank you for purchasing a mattress topper or pillow manufactured by Future Foam. This limited warranty covers mattress toppers or pillows 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.

### **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 sixty (60) months 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 defects described as permanent body impressions or indentions of 25% or greater of the original product height.

### **What Is Not Covered**

This Warranty does not cover:

- Ordinary wear and tear
- Fabric or covering materials
- Change in comfort or firmness preference
- Commercial use applications
- Damage caused by failure to follow use instructions or during installation
- Permanent body impressions less than 25% of the original product height
- 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

### **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; however, 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, at its option, will either (1) replace the product (2) repair the product or (3) refund the retail purchase price you paid for the product, excluding taxes and shipping costs. If Future Foam elects to refund the retail purchase price of the product, excluding taxes and shipping costs, the refund will be in accordance with the following schedule measured from the original purchase date:

|  |      |
|--|------|
| During the first twelve (12) months:                             | 100% |
| During the thirteenth (13) through twenty-fourth (24) months:    | 80%  |
| During the twenty-fifth (25) through thirty-sixth (36) months:   | 60%  |
| During the thirty-seventh (37) through forty-eighth (48) months: | 40%  |
| During the forty-ninth (49) through sixtieth (60) months:        | 20%  |

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 and functionally equivalent 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. The replacement product assumes only any remaining portion of this Limited Warranty.

### **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.