

## BY TEMPUR® WARRANTY

This document sets out the terms and exclusions of the BY TEMPUR® Warranty for new BY TEMPUR® products sold to consumers worldwide (excluding the USA and Canada).

Who offers the BY TEMPUR® Warranty?



The Manufacturer of BY TEMPUR® products (except those in the USA and Canada) is Dan-Foam ApS, a company incorporated in Denmark under company registration number DK-24209709. Registered office address: Holmelund 43, 5560 Aarup, Denmark (the "Manufacturer"). Dan-Foam ApS is a subsidiary of TEMPUR-Sealy International, Inc.

What is covered?

The Manufacturer warrants that all new and genuine BY TEMPUR® products are free from material defects due to faulty workmanship or materials for the applicable warranty period (see section - For how long?) unless the product is specifically excluded, or an exclusion applies (see section - Exclusions).

The BY TEMPUR® Warranty is valid for products purchased by consumers anywhere in the world (except the USA and Canada) from the Manufacturer or an authorised retailer for personal use and not in the course of a business, trade or profession. A list of authorised retailers is available at [tempur.com](http://tempur.com).

For how long?

The BY TEMPUR® Warranty lasts for the period displayed on or inside the packaging of the relevant product or as stated below, starting from the date of purchase (except where the product is an ex-display or demonstration model in which case the warranty starts from the date of manufacture).

The warranty period is generally as set out in the warranty table, but the Manufacturer advises that you should check the warranty terms for the country in which you originally purchased your product as there may be a different warranty period applicable. For this, please visit [warranty.tempur.com](http://warranty.tempur.com).

Product:	Product Warranty	What's covered?
All ONE BY TEMPUR® mattresses	10 years	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR® Material.
All EASE BY TEMPUR® mattresses	10 years	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR® Material.
All BY TEMPUR® pillows	3 years	Material defects due to faulty workmanship or materials, or changes which cause a visible indentation more than 2cm in the TEMPUR® Material

Covers for ALL products, unless stated otherwise below	2 years	Material defects due to faulty workmanship or materials.
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What will we do?

Where a valid claim is made in accordance with this BY TEMPUR® Warranty, the Manufacturer shall offer, at its choice, either to repair the defective product or provide an equivalent replacement product free of charge.

The Manufacturer will refund the reasonable delivery cost of returning a defective product for repair or replacement so long as the claim is valid under the terms of this BY TEMPUR® Warranty and the product is returned from an address within the same country as the authorised retailer the product was purchased from. The repaired or replacement product will be delivered free of charge to an address within the same country as the authorised retailer the product was purchased from. In all other circumstances, any delivery costs associated with any repairs or replacements are the purchaser's responsibility.

In the event of replacement, the Manufacturer shall endeavour to provide a replacement product from the same line. However, if the product line has been discontinued or the product is otherwise not available, the Manufacturer reserves the right to provide a replacement product that, in the Manufacturer's sole discretion, is similar to the defective product.

The BY TEMPUR® Warranty provides cover from the date of purchase (or date of manufacture in the case of ex-display/demonstration products) of the original product. It is not renewed on the provision of a repaired or replaced product. In these circumstances, the BY TEMPUR® Warranty will run for the remainder of the period starting from the original purchase or manufacture date, as applicable.

Exclusions

The BY TEMPUR® Warranty does not apply if:

- the product has been purchased used, second hand or from anyone other than an authorised retailer or directly from the Manufacturer. A list of authorised retailers is available at [tempur.com](http://tempur.com).
- the process for making a claim under the BY TEMPUR® Warranty (set out under the heading "How do you claim under the BY TEMPUR® Warranty?" below) has not been correctly followed.
- the product has not been used and/or handled with due care and/or in accordance with the instructions of use, cleanliness and maintenance described in the Instructions for Use and at [warranty.tempur.com](http://warranty.tempur.com).
- defect in EASE BY TEMPUR® mattress is caused by the mattress not being unpacked (left in the box) for up to 6 months from the production date causing the material to tear or permanently deform. Please check the expire date on the mattress box upon arrival.
- Temporary creases in the cover for EASE BY TEMPUR® that will disappear within 72 hours or after washing of the cover. Please see the washing instruction on the care label inside the cover.

- the product has been deliberately damaged or damaged as a result of neglect, cuts, burns, flooding or any other improper use by you or by any third party.
- the defect is caused as a result of the product having been bent, squeezed or exposed to cold temperatures for a period of time causing the material to tear or permanently deform.
- the EASE BY TEMPUR® mattress was damaged in attempt to re-compress or re-roll up.
- the product has been wet or soaked against Manufacturer's recommendations.
- the product is found to be very stained, soiled and/or otherwise unhygienic.
- the product has been altered or repaired without the Manufacturer's prior permission.
- the defect is the result of normal wear and tear.
- zips on the cover of BY TEMPUR® Products unless faulty upon receipt of product.
- for mattresses (within the range of CE marked products), the defect or change in the product is only a minor variation or normal change which does not affect the pressure redistributing properties of the product

How do you claim under the BY TEMPUR® Warranty?

To claim under the BY TEMPUR® Warranty you must:

- contact the authorised retailer you originally purchased the product from (the "Seller"). If the Seller is either no longer in business or is no longer a BY TEMPUR® authorised retailer, please contact the Manufacturer.
- present the original invoice or sales receipt as evidence of the purchase.
- return the product to the Seller or to the Manufacturer (but only if the Manufacturer has requested the product). If the Manufacturer determines that the claim is valid in accordance with the terms of this BY TEMPUR® Warranty, you will be refunded the reasonable delivery costs for the returning the defective product so long as the product has been returned from an address within the same country as the Seller.

Our liability to you

The liability of the Manufacturer is limited to the cost of repair and/or replacement of the product under the BY TEMPUR® Warranty. Accordingly, the Manufacturer will not be liable for all other liability for loss or damage howsoever caused arising out of the purchase, possession, sale or use of the products. However, the Manufacturer does not exclude or limit in any way its liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.

The products are only sold for domestic and private use. The Manufacturer has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Your legal rights

The BY TEMPUR® Warranty does not affect a consumer's statutory rights under applicable law but aims to enhance the consumer's rights where applicable.