

# COCOON™ BY SEALY 10 YEAR LIMITED WARRANTY REST EASY!

Your new COCOON™ by Sealy mattress is covered by a 10 Year Limited Warranty. This means that for a period of 10 years, dating from the time you purchased your new mattress from Cocoon International Sales, LLC("Cocoon by Sealy") or from an authorized Cocoon by Sealy Retailer, when it has a defect covered under the warranty, we will replace or repair it without any charge to you, the initial purchaser of the product. The details of this warranty, and some limitations, are provided in the complete Warranty Description on the following pages.

## WARRANTY DESCRIPTION

All Cocoon by Sealy mattresses are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term "product" means any Cocoon by Sealy mattress.

Cocoon by Sealy warrants that it will, at Cocoon by Sealy's option, replace or repair Purchaser's Cocoon by Sealy product sold in Canada if that product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty. Cocoon by Sealy undertakes no responsibility for the quality of the goods except as otherwise provided in this contract. There are no warranties that extend beyond the description on the face hereof.

This Limited Warranty is valid only in connection with the original purchase of new products and extends from the initial purchase date of the original product purchased. An "original purchaser," for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from Cocoon by Sealy or an authorized retailer of Cocoon by Sealy products with the intent to use the product for personal consumer use and not for commercial or industrial use and not with the intent to resell the product. An "authorized retailer," for purposes of this Limited Warranty, is an individual or entity authorized by Cocoon by Sealy to sell product directly to original purchasers.

An individual or entity that purchases the product from whatever source with the intent to resell the product is an unauthorized reseller (“unauthorized reseller”) and therefore the terms of this Limited Warranty do not apply. “Unauthorized resellers”, include, but are not limited to unauthorized resellers on third party websites, such as Craigslist, eBay, Amazon, etc.

Further, if purchaser is not the original purchaser of this product, then that purchaser takes the product “AS IS,” “with all faults” and without benefit of either the terms of this Limited Warranty or any company provided warranty. IF THE PURCHASE OF THIS PRODUCT WAS NOT DIRECTLY FROM COCOON BY SEALY, PROOF OF PURCHASE WILL BE REQUIRED TO DEMONSTRATE THAT PURCHASER IS THE ORIGINAL PURCHASER AND THE PRODUCT WAS PURCHASED FROM AN AUTHORIZED RETAILER, AND ELIGIBLE TO MAKE A VALID CLAIM UNDER THIS LIMITED WARRANTY.

Cocoon by Sealy mattresses are designed to work on a firm, solid-surface foundation or adjustable bed base that is structurally capable of supporting the weight of purchaser’s Cocoon by Sealy mattress and user(s). Accordingly, it is essential that sufficient support be provided with the use of this mattress. IF PURCHASER USES INAPPROPRIATE FOUNDATIONS, BOX SPRINGS, ADJUSTABLEBED BASES, OR BED FRAMES WITH THE MATTRESS, SUCH USE WILL VOID THIS LIMITED WARRANTY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Cocoon by Sealy may require purchaser to provide proof of the quality of the foundation, adjustable bed base, or bed frame used in conjunction with the mattress if purchaser makes a claim under this Limited Warranty. Cocoon by Sealy reserves the right to invalidate this Limited Warranty if the foundation is determined, in Cocoon by Sealy’s reasonable discretion, to be inadequate or if the mattress is found to be in an unsanitary condition.

## WHAT DOES THIS LIMITED WARRANTY COVER?

This Limited Warranty covers the following items during normal wear:

- Deterioration causing the mattress to have a visible indentation greater than one (1) inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a purchaser's mattress be continuously supported by a matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the mattress and foundation. A proper bed frame must provide sturdy support for both the mattress and foundation. For slatted style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support for the mattress and foundation in view of that particular slatted style frame. Failure to have a proper bed frame may invalidate the limited warranty. The use of a bed frame is important for the life and protection of your sleep system.
- Any physical flaw in the mattress such as tearing of the mattress cover, despite normal usage and proper handling (as outlined in the Mattress Use & Care Instructions).

## WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover:

- A normal increase in softness of the mattress.
- Comfort preference.
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains resulting from use of the product. Damage associated with an improper bed frame, foundation, or adjustable base. See above description and illustrations for a proper bed frame.
- Product sold by resellers who are not authorized retailers. Product sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the product is not "new" or of "first quality", or has previously been purchased or used by another consumer.
- Product used by someone other than the initial, first purchaser of it.

# PRODUCT REPLACEMENT TERMS

Except as otherwise provided herein, Cocoon by Sealy will not charge purchaser to repair or replace purchaser's mattress or flat foundation if it is deemed defective during the length of this 10 year Limited Warranty, but any transportation costs associated with repairs or replacements are purchaser's responsibility. In no event, however, will the transportation costs exceed Cocoon by Sealy's then standard freight charges. No new warranty is provided with a replacement product meaning that the warranty for the replacement product runs from the date of original purchase of the replaced product.

In connection with the replacement of a product in compliance with the terms of this Limited Warranty, if a purchaser elects to upgrade to a more expensive product, it may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. In the event of an upgrade as described in this paragraph, a new warranty will be provided for the upgraded pieces only.

## MATTRESS COVERS

If removable, the cover initially provided for the Cocoon by Sealy product is warranted for ten (10) years from the date of purchase against faults in material or workmanship. Cocoon by Sealy reserves the right to repair said cover. In the event that Cocoon by Sealy replaces the cover for the mattress, Cocoon by Sealy will replace it with the current style of cover available for the mattress, which may be a different color or material than the original cover.

## ADDITIONAL LIMITATIONS ON WARRANTY COVERAGE

In the event a warranty claim is filed and a warranty replacement is deemed necessary, purchaser will be required to surrender the original product to Cocoon by Sealy at the time of replacement.

COCOON BY SEALY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY; THE EXCLUSIVE REMEDY FOR BREACH OF

THIS WARRANTY SHALL BE REPLACEMENT OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE WARRANTY DESCRIBED ON THE FACE OF THIS LIMITED WARRANTY.

## BINDING ARBITRATION AND CLASS ACTION WAIVER FOR U.S. RESIDENTS

(a) This section applies to any dispute except it does not include a Dispute relating to the enforcement or validity of your, Cocoon by Sealy's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Cocoon by Sealy concerning your Cocoon by Sealy mattress or this warranty, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

(b) In the event of a dispute, you or Cocoon by Sealy must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Cocoon International Sales, LLC, ATTN: Legal Department, 1000 Tempur Way, Lexington, KY 40511. Cocoon by Sealy will send any Notice of Dispute to You by U.S. Mail to Your address if we have it or to your e-mail address if we have it. You and Cocoon by Sealy will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Cocoon by Sealy may commence arbitration.

(c) You may also litigate any dispute in small claims court in your county of residence or Fayette County, Kentucky if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

(d) If you and Cocoon by Sealy do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved

before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

(e) Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither You nor Cocoon by Sealy will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

(f) Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules applying U.S. Federal Rules of Procedure and U.S. Federal Rules of Evidence. The AAA Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in Fayette County, Kentucky. Cocoon by Sealy agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

(g) Cocoon by Sealy will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses as provided below. If you reject Cocoon by Sealy's last written settlement offer made before the arbitrator was appointed ("Cocoon by Sealy's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Cocoon by Sealy's last written offer, Cocoon by Sealy will give you three incentives: (i) pay the greater of the award or \$5,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Cocoon by Sealy agree on them. For purposes of this limited warranty, an email shall be considered a written communication.

(h) In any arbitration you commence, Cocoon by Sealy will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Cocoon by Sealy commences, Cocoon by Sealy will pay all filing, AAA, and arbitrator's fees and expenses. Cocoon by Sealy may also seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

(i) This warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

(j) To the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one year in small claims court, an arbitration proceeding, or in court, if so permitted herein. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

(k) If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from province to province.

If you have questions, you may contact Cocoon by Sealy's Customer Service Department by calling toll-free 1-800-268-4414 or by sending an email to [mycocoonsupport@tempursealy.com](mailto:mycocoonsupport@tempursealy.com).

**PLEASE RETAIN THIS LIMITED WARRANTY AND ORIGINAL PROOF OF PURCHASE FOR AT LEAST 10 YEARS FROM YOUR DATE OF PURCHASE.**

