

PRODUCT WARRANTY

“Buyer’s Customer” means the consumer who originally purchased the applicable Product at retail directly from Buyer or one of Buyer’s authorized resellers.

“Warranty Start Date” means, with respect to any Product, the date of purchase of such Product under this Agreement.

“First Year” means, with respect to the sale of any Product, the first year after the Warranty Start Date for such Product.

Seller makes the following warranties with regard to the Products (collectively, the “Product Warranty”):

(i) **During Years 1 through 3:** Seller warrants that, during the three year period after the Warranty Start Date, the Products (including all Structural Parts (as defined below)) will be free from defects in materials and workmanship; and

(ii) **During Years 4 through 10 for Structural Parts:** Seller warrants that, during the fourth through tenth years after the Warranty Start Date, all steel and aluminum structural parts contained in the Products (the “Structural Parts”) will be free from manufacturing defects.

In order to be eligible for service under the Product Warranty, Buyer (or where applicable Buyer’s Customer) must comply with the terms of this Product Warranty Statement. The Product Warranty for a Product begins on the Warranty Start Date, and the Product Warranty lasts for the two different periods described above. The Product Warranty for a Product terminates immediately upon any sale or transfer of such Product by Buyer’s Customer.

Coverage during Year 1: If a Product has defects in materials or workmanship during the First Year, Seller will supply a new or refurbished replacement Product or Product part free of charge to (as instructed in writing by Buyer) Buyer or Buyer’s Customer, upon the terms of this Product Warranty Statement. Seller will pay all shipping costs to deliver such replacement parts to a location within the United States or Canada.

Coverage during Years 2 through 3: If a Product has defects in materials or workmanship during the second or third years after the Warranty Start Date, Seller will supply a new or refurbished replacement Product or Product part free of charge to (as instructed in writing by Buyer) Buyer or Buyer’s Customer, upon the terms of this Product Warranty Statement, except that Buyer will pay all shipping costs to deliver such replacement Product or part for all warranty claims made after the First Year.

Coverage during Years 4 through 10 for Structural Parts: Structural Parts do not include any electrical or electronic parts or components such as drive motors and massage motors. If any Structural Part has a manufacturing defect during the fourth through tenth years after the Warranty Start Date, Seller will supply a new or refurbished replacement Structural Part free of charge to (as instructed in writing by Buyer) Buyer or Buyer’s Customer, upon the terms of this Product Warranty Statement. Buyer will pay all shipping costs to deliver such replacement Structural Parts for all warranty claims made during the fourth through tenth years after the Warranty Start Date.

The Product Warranty **does not** cover:

1. Any Product used at any time for commercial or medical purposes or any purpose other than residential consumer use.
2. Any Product which is not purchased new.
3. Any Product which is purchased through any reseller who is not authorized by Buyer to resell the Product.
4. Any modifications to the Products or any damage caused by the modifications.

5. Batteries, mattresses, fabric, sheets, pillows, or any items supplied by Buyer or by third parties (including without limitation Buyer's Customer).
6. Labor, service, handling, or other costs or fees to remove any defective Product or Product part or install any replacement Product or Product part.
7. Any damage to the Product caused by any of the following:
 - Buyer or third parties,
 - accidents, fire, flood, "acts of God," or other actions or events beyond the reasonable control of Seller,
 - any unauthorized service or repairs or the improper installation of replacement parts,
 - improper handling (including without limitation during shipping) or physical or electrical abuse or misuse,
 - ordinary wear and tear, or
 - any failure to operate the Product in compliance with the operation and maintenance procedures, instructions, and guidelines contained in the Product Owner's Manual (which is available online at <http://www.adjustables.logicdata.net/customer-care/>), including without limitation any failure to follow: (a) the recommended weight restrictions or (b) the guidelines for proper distribution of weight on the Product.
8. Any other costs or expenses not covered by the Product Warranty.

Product Warranty claims must be made by Buyer to Seller within thirty (30) days after Buyer, or Buyer's Customer, becomes aware of a defect and within the applicable Product Warranty periods described above. Product Warranty claims after such times are not valid claims. Buyer is responsible for coordinating the Product Warranty service process and must provide to Seller: (a) an original proof of purchase in the form of the original sales receipt (in digital or physical form), packing slip, purchase confirmation, or credit card statement, (b) the name of the person or entity from whom Buyer's Customer purchased the Product, and (c) the serial number of the Product.

Buyer will handle the Product Warranty service process with Buyer's Customer directly. Seller will provide Buyer with written troubleshooting steps to evaluate whether a Product Warranty claim is covered. Buyer's Customer must undertake these troubleshooting steps in order to determine whether the Product Warranty claim is covered. If Seller delivers replacement parts to Buyer or Buyer's Customer, Seller will provide instructions for the removal of the defective part and installation of the replacement part. Buyer or Buyer's Customer will be responsible for removing any defective Product or Product part and installing any replacement Product or Product part, including without limitation any labor, service, and handling fees and costs. Neither Buyer nor Buyer's Customer may send a defective Product or defective part to Seller without a return material authorization number issued by Seller. Upon Seller's request, Buyer must return, or must ensure that Buyer's Customer returns, any defective Product or defective parts to Seller within thirty (30) days after Buyer or Buyer's Customer receives the replacement Product or part, provided that Seller will be responsible for the shipping costs to return such defective Product or part. If Buyer or Buyer's Customer do not return the defective Product or all defective parts to Seller within the thirty (30) day period, Buyer will pay to Seller the costs of the replacement Product or parts, including without limitation any shipping costs incurred by Seller in shipping such replacement Product or parts.

Seller shall have a reasonable opportunity to inspect the Products at issue. For any Product which Seller determines does not conform to the Product Warranty, Seller's sole liability and obligation, and Buyer's sole and exclusive remedy, shall be, at Seller's sole discretion, either to repair or replace any such Product pursuant to the terms of this Product Warranty Statement. If the Product or any replacement part is not available for any reason, Seller may provide a replacement product or part of comparable quality and price. A Product Warranty period is not extended if Seller repairs or replaces the Product or any part of the Product.

The Product Warranty is limited to Buyer and Buyer's Customers located in the 50 U.S. States and Canada.