



LIMITED WARRANTY

Your Mattress Safe™ Mattress Protector is supported by this warranty, which offers full replacement for both the Mattress Protector and new mattress, when purchased together in the event of a qualified claim. This warranty will be applied to the original owner if the Mattress Protector, when properly applied and cared for, within ten (10) years from the date of purchase fails in its quality and construction to protect against:

- FOOD OR BEVERAGE NORMALLY CONSUMED BY HUMANS
- HUMAN OR PET BODILY FLUIDS

IMPORTANT NOTES:

- Kids require special care! Children in diapers, potty-training and those with bed-wetting tendencies require extra protective support.
- Medical issues, including Incontinence, are considered chronic and not accidental.

Our Mattress Safe™ Protectors are designed for better sleep and protection from occasional accidents. If you have an extenuating issue, we recommend using an additional PVC-based chuck or saddle wrap style for your protection needs or consider purchasing an extra Classic or Simplistic Style Mattress Protector.

10 Year MattressSafe.com Limited Warranty

Mattress Safe® products are the finest in mattress protection, made with the highest quality materials and workmanship available. We stand behind our product and offer a 10-year warranty from date of purchase. Your protector is warranted for the first 3 years non-prorated with replacement at no charge and prorated 1/10 of cost per year thereafter.

Your protector is warranted against defects in workmanship and material. This Limited Mattress Protector Warranty extends only to the original purchasing consumer of any Mattress Safe Mattress Protector. The "original purchasing consumer" for the purposes of this Limited Mattress Protector Warranty is the first purchaser of the Mattress Protector from Mattress Safe Inc. ("Mattress Safe") or one of its authorized dealers. You must provide a copy of your original receipt as proof of purchase or any other proof of date, place of purchase and purchase price. This Limited Mattress Protector Warranty is not transferable. Mattress Safe warrants the Mattress Protector in its original packaging sold to you against the defects in material and workmanship set forth below ("Defects") for a period of ten (10) years from the date of purchase of your Mattress Protector, as long as the Mattress Protector

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is used normally for its intended purposes and on a mattress. For ten (10) years from the original date of purchase of your Mattress Safe Mattress Protector, if your Mattress Protector has a defect covered under this Limited Mattress Protector Warranty, we will offer a one-time replacement. This includes all parts of the Mattress Protector with the exception of the zipper. The zipper portion of the encasement is also covered under this warranty for a period of one year.

OUR PERFORMANCE WARRANTY

Should your Mattress Protector be defective due to manufacturing / construction failure during the warranty period, Mattress Safe Customer Service will replace the Mattress Protector. Replacement of the Mattress Protector is limited to one (1) Mattress Protectors during the life of the warranty.

MATTRESS SAFE's Limited Warranty Description

Mattress Safe warrants the Mattress Safe Mattress Protector sold to you in its original packaging, against the defects in material and workmanship set forth below ("Defects") for a period of 10 years from the time your Mattress Protector is delivered to you, when the Mattress Safe Mattress Protector is used normally for its intended purposes.

YOUR RESPONSIBILITIES AS A MATTRESS SAFE MATTRESS PROTECTOR OWNER

If you observe a defect, contact Mattress Safe at the telephone number indicated at the end of this Limited Mattress Protector Warranty. You must, within the duration of this Limited Mattress Protector Warranty, provide the proof of purchase (including date and purchase) and be the original purchasing consumer. Evidence of the defect (pictures are required) and any claims must be sent to the address indicated at the end of this Limited Mattress Protector Warranty. Mattress Safe has the right to verify your claim by sending an expert representative to inspect the Mattress Protector at your residence. To obtain the benefit of this Limited Mattress Protector Warranty, you must return your Mattress Protector to Mattress Safe within the duration of this Limited Mattress Protector Warranty. Replacement Components may be provided in a color different from the Component you originally purchased. Mattress Safe reserves the right to refuse service and invalidate the warranty when the Protector, even if defective, is in an unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse), when the Protector has evidence of damage from liquid penetration, cleaning or the use of cleaning fluids, or whenever the product failure is caused by factors other than defective workmanship or materials.

Product Replacement Terms

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Protector to Mattress Safe and provide Mattress Safe with proof of the original date of purchase. Warranty. Mattress Safe will replace (as applicable) and ship your Protector or Upgrade Protector back to you within 60 days of receiving your original Protector.

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DISCLAIMER, LIMITATION ON LIABILITY

To the extent permitted by applicable law, the Mattress Protector is provided “as is” and this Limited Mattress Protector Warranty and any implied warranties are your exclusive warranties and replace all other warranties or conditions, explicit or implied. To the maximum extent permitted by applicable law and except as set forth in this Limited Mattress Protector Warranty, in no event will Mattress Safe or its suppliers be liable for the purchase of substitute products or other special, incidental, consequential, or indirect damages arising out of or related to the Mattress Protector or its use by you or any third party. If any, Mattress Safe’s total liability will not exceed the purchase price paid for the Mattress Protector and Mattress.

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL MATTRESS SAFE OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PROTECTOR OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF MATTRESS SAFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. MATTRESS SAFE’S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PROTECTOR GIVING RISE TO SUCH LIABILITY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

THIS LIMITED MATTRESS PROTECTOR WARRANTY COVERS THE FOLLOWING:

This limited warranty extends to Protectors manufactured by Mattress Safe, Inc. (“Mattress Safe”) and purchased directly from Mattress Safe or Mattress Safe’s authorized retailers.

There is no fee required or deductible applicable.

Defects in workmanship and material. Deterioration causing the Mattress Safe Mattress Protector or Pillow Protector to have a visible tear greater than one (1) inch. Any physical flaw in the Mattress Safe Mattress Protector that causes the material to tear, despite normal usage and proper handling. Any defect or flaw in the fabrication of the Mattress Protector. Stretch Knit Box Spring Protector is only

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covered in defects in workmanship and material, not for waterproofing or staining.

This limited warranty extends to the original purchaser of any Protector. All Mattress Safe warranties, including any implied warranties, are valid only for the period of time the Protector is owned by the original purchaser of the Protector. The "original purchaser," for the purposes of this warranty, is the first purchaser of the Mattress Protector from Mattress Safe or a Mattress Safe authorized retailer.

PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All Mattress Safe limited warranties are non-transferable.

What This Limited Warranty Covers

This limited warranty applies to the following Defects:

- Any physical flaw in the Protector that causes the material to split despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Protector.
- Zippered Protector are warrantied for manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use. Warranty for Zipper Chain and Zipper Pull are for one year only. Protector with a zipper can be removed for cleaning, see label for cleaning suggestions.

THIS LIMITED MATTRESS PROTECTOR WARRANTY DOES NOT COVER THE FOLLOWING:

Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the defect is caused by such abuse or damage. Damage caused by transportation or manipulation after initial delivery. Mattress Protector damage due to being used on an inappropriate surface. Structural damage caused by abuse, misuse, improper installation or not properly following the care instructions will void the warranty.

- Medical issues, incontinence and repeated or multiple stains or multiple locations of stains from humans and/or pets.
- Substances such as dyes, inks, paints, dirt or other soil, gum, acids, corrosives, bleaches, nail polish, nail polish remover, medication including vitamins, cosmetics, and chemical hair treatments such as hair gel, hair spray, mousse and similar.
- Odors, accumulated and / or long-term multiple unknown stains, any unknown stains, non-colorfast material, pet damage, stains caused by the build-up of perspiration, hair or body oil, and normal soiling from everyday use.
- Mattresses in transit or storage; mattresses located outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements; and items that have been purposely torn, vandalized or neglected. This warranty also does not cover stains caused during, or as a result of, delivery, handling, set up or assembly.

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- This warranty does not apply to box springs, carpet or flooring due to any substance that may run off of the mattress; defective manufacturing of mattress, floor sample or “as is” or pre-owned mattresses; pre-existing conditions, improper installation; damage caused by acts of God (including flood and fire damage); property, structural or casualty damage of any kind, Mattress Protectors and mattresses that have been mishandled or abused, or items damaged as a result of illegal activity.
- Damage caused by improper cleaning methods or improper cleaning materials are also excluded.
- Damage caused by transportation.
- Any deterioration of the cell structure of the material that causes the Protector to not return to its original shape.
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the defect is caused by such abuse or damage.
- Stains caused by non-food related grease, inks, cosmetics, bleach, dyes, solvents, corrosives.
- Any Protector (whether manufactured by Mattress Safe or not) sold by resellers who are not authorized retailers of Mattress Safe.
- Any Protector that is not laundered in accordance with the laundering instructions and any other laundering instructions included in the documentation accompanying the Protector.
- Your linens, foundation or box spring; or mattresses not using a Mattress Protector.
- Protector sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Protector is not “new” or of “first quality”, or has previously been purchased or used by another consumer.

In the event of a Defect, Mattress Safe’s sole and exclusive liability and your sole remedy under this limited warranty will be, at Mattress Safe option, to provide a replacement Protector subject to your fulfillment of “Your Responsibilities” below.

DO NOT IRON, BLEACH OR USE BORAX! Ironing or the use of borax, bleach or bleach products will void the warranty.

TO QUALIFY FOR THIS LIMITED WARRANTY, THE CUSTOMER MUST:

- 1) If purchasing a mattress alongside of a mattress protector, customer must have their newly purchased mattress delivered stain, damage, and soil-free from their authorized dealer. The customer should then cover the mattress with the new Mattress Protector correctly and completely.
- 2) If an accidental spill occurs, immediately blot up excess liquid, then wash and dry the Mattress Protector according to the care label instructions provided.

As a result of their functional fabrics, Mattress Safe™ Mattress Protectors can be cleaned in Cold Water and dried on Low Heat or Air-dried for the ultimate energy efficiency! Please ensure the Mattress Protector is completely dry before replacing it on your mattress.

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Always allow free movement in both the washer and dryer. Do not iron your protector; do not dry clean or use cleaners containing solvents, borax or bleach. Do not use strong detergents or fabric softeners as all of these can damage the waterproof barrier of this Mattress Protector and will void this warranty. Do not use an obviously damaged protector on your mattress as that will void this warranty.

3) To qualify for a covered claim, the customer must provide the original sales receipt or other proof of purchase acceptable to Mattress Safe Customer Service, along with their warranty within five (5) days of the incident.

4) Subsequent to submitting your qualified claim, our Mattress Safe Customer Service representative will issue you a return authorization number and instructions to return your laundered defective Mattress Protector. A replacement Mattress Protector will be shipped to you at Mattress Safe's expense. Until Mattress Safe Customer Service receives your returned Mattress Protector via a package carrier at customer expense, this warranty will be ineffective. **DO NOT RETURN THE DEFECTIVE PRODUCT TO THE RETAILER FROM WHOM YOU PURCHASED IT.**

5) Should your new Mattress purchased with the Mattress Protector and with the Mattress Protector properly in use and cared for, become accidentally stained during the warranty period, Mattress Safe Customer Service will have the stained area cleaned and sanitized by a Mattress Safe authorized technician at no charge to the customer. Customer must prove that the stain acquired on the mattress was a result of the compromise from the Mattress Protector. Customer must submit pictures and videos of the Mattress Protector on the bed and identify the stain on the Mattress Protector to be in the exact location as the stain on the mattress.

6) If the technician is unable to remove the stain on the mattress, Mattress Safe Customer Service may replace the mattress. If the mattress is not available, the original owner may select a new replacement mattress equal in value to the original purchase price from the original retailer from whom this warranty was purchased. Delivery, any tax or set-up arrangements, as well as transportation and disposal charges are the responsibility of the customer and/or the selling retailer. Mattress Safe Customer Service cannot guarantee ticking or dye lot match for replacements.

The Customer shall reasonably cooperate with Mattress Safe Customer Service in its efforts to perform its obligations under this warranty, including providing access to the mattress within ten (10) days for cleaning. Failure to comply with these requirements will void this warranty.

Replacement of the mattress is limited to one (1) mattress during the life of the warranty. Replacement of the mattress fulfills all terms and conditions of this warranty. In the event that the mattress cannot be cleaned due to the mattress manufacturer's conditions, the customer may be given the option of a full refund of the retail purchase of this Mattress Protector, in lieu of replacement, should the owner decide to keep the original mattress in its present condition. NOTE: If you submit a covered claim for a stain or damage that Mattress Safe is unable to repair Mattress Safe Warranty Service's liability will be limited to a refund of the purchase of this warranty per the stated cost on the original retail invoice.



THIS WARRANTY IS NON-TRANSFERABLE. Mattress Safe reserves the right to revise the warranty it offers from time to time. For the latest warranty information, for any products offered or sold in the future, please refer to the Mattress Safe website www.mattresssafe.com.

ABRITRATION

In the event a dispute arises between you and Mattress Safe arising out of this Limited Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in Cumming, GA.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators' award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators' award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

GOVERNING LAW

This Limited Mattress Protector Warranty will be governed by the laws of the State of Georgia.

WARRANTOR

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