# 10-Year Tempur-Pedic® Mattress and Flat Foundation Limited Warranty

**REST EASY**

Your new Tempur-Pedic® mattress and/or flat foundation are covered by a 10-Year Limited Warranty ("Limited Warranty" or "Warranty"): subject to certain limitations specified below, for ten (10) years after you purchase your new mattress and/or foundation directly from Tempur-Pedic North America, LLC, or from an authorized Tempur-Pedic retailer, if either product has a defect covered under the warranty, Tempur -Pedic will replace or repair it. This includes all parts of the mattress and foundation, and there's no deductible. The details of this Limited Warranty, its coverage, and any exclusions or limitations are provided in the complete Warranty Description on the pages that follow.

**I. WARRANTY DESCRIPTION**

**THIS LIMITED WARRANTY CONTAINS BINDING JAMS ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION VI. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION VI BELOW, WHICH ALSO DESCRIBE YOUR RIGHT TO OPT-OUT.**

This Limited Warranty applies to any new Tempur-Pedic flat, non-adjustable foundation and/or Tempur-Pedic mattress (individually, a "Product" or "Covered Product," and collectively, "Products" or "Covered Products") purchased in the United States from Tempur-Pedic ("we" or "us") or its authorized retailers. Tempur-Pedic provides this Limited Warranty to you, as the original purchaser of the Covered Product ("you," "your" or "purchaser"); it is not transferable to anyone who subsequently purchases the product from you. Your purchase of a Tempur-Pedic mattress and/or flat foundation product indicates acceptance of the Limited Warranty terms. This Limited Warranty gives you as the purchaser specific legal rights, and you may also have other rights, which may vary from state to state.

## II. HOW LONG WILL THE WARRANTY LAST?

Tempur-Pedic warrants that, for ten (10) years from the date of purchase as shown on your sales receipt (the "Limited Warranty Period" or the "Warranty Period"), the Covered Product(s) will be free from defects in materials and workmanship under normal use.

## III. WHAT WILL TEMPUR-PEDIC DO? WHAT IS AND IS NOT COVERED?

During the Warranty Period, Tempur-Pedic will, at no additional charge to you (except as indicated below), offer a repair or replacement for defective Covered Products. TEMPUR-PEDIC'S RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT, AT TEMPUR-PEDIC'S OPTION, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS LIMITED WARRANTY. All exchanged parts and Products replaced under this warranty will become the sole property of Tempur-Pedic.

This Limited Warranty is valid only in connection with the original purchase of new Covered Products directly from Tempur-Pedic or from authorized retailers. An "original purchaser," for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from Tempur-Pedic or an authorized retailer of Tempur-Pedic 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 expressly authorized by Tempur-Pedic to sell Products directly to original purchasers. An individual or entity that purchases the product with the intent to resell the product is an "unauthorized reseller," and mattresses and/or foundations purchased by or from such individual or entity will not be eligible for coverage under the Limited Warranty.

This Limited Warranty does not apply to expendable parts, or to floor models or demonstration samples (except as specifically provided below in the "Mattress Demonstration Samples and Floor Models" section), or to products sold by unauthorized resellers, including, without limitation, unauthorized resellers on third-party websites. If a purchaser is not the original purchaser of this product, purchaser takes the product "AS IS," "with all faults," and without warranty. If the purchase of this product was not directly from Tempur-Pedic, proof of purchase will be required to demonstrate that the product was purchased from an authorized Tempur-Pedic retailer and purchaser is eligible to make a valid claim under this Limited Warranty.

Tempur-Pedic undertakes no responsibility for the quality of the products except as provided in this Limited Warranty, and there are no warranties that extend beyond the description provided herein. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## A. MATTRESSES

Tempur-Pedic mattresses are designed to work on a firm, solid-surface, non-spring foundation or adjustable bed base that is structurally capable of supporting the weight of purchaser's Tempur-Pedic mattress and user(s). This Limited Warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and our foundations/adjustable bed bases. If you as purchaser use inappropriate foundations, box springs, adjustable bed bases, or bed frames with the mattress (for details please refer to Subsection 1 below), such use will void this Limited Warranty.

Tempur-Pedic may require a 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. Tempur-Pedic makes no representations whatsoever as to the required structural integrity or rated load for any frame, foundation, or adjustable base not manufactured by or for Tempur-Pedic. Tempur-Pedic reserves the right to invalidate this Limited Warranty if the foundation is determined, in Tempur-Pedic's reasonable discretion, to be inadequate or if the mattress is found to be in an unsanitary condition.

1. **THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL MATTRESS WEAR:**
    1. Deterioration causing the mattress to have a visible indentation greater than three-fourths (0.75) of an inch (measured without applying weight or pressure to the mattress) that is not associated with an indentation or sag which results from physical abuse or damage to the mattress, use of an improper or unsupportive foundation or adjustable bed base, or other misuse of the mattress. 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, users, and foundation. A proper bed frame must provide sturdy support for the mattress, users, and foundation, include a center support, and have at least 5-6 legs for Queen, King and Cal King, and 4 legs for Twin and Full mattresses. For Queen, King, and Cal King slatted-style

bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support to the mattress and foundation in view of that particular slatted-style frame. If using a slatted frame with no additional foundation, the cross slats must measure to at least 3 inches wide and no more than 4 inches apart. Rounded bars or support beams and frames that do not meet our requirements would require a foundation to provide adequate support. Failure to have a proper bed frame may invalidate the Limited Warranty. Inadequate bases include, but are not limited to plywood, bunkie boards, and plastic liners. The use of a bed frame is important for the life and protection of your sleep system. Neither mattresses, individually, nor sleep systems (mattress and foundation combination) are intended to sit/lay flat on the floor, on a water-bed frame, or on a platform of untreated wood or untreated wood covered with fabric.

2. Any physical flaw in the mattress that causes the TEMPUR® material to split or crack, despite normal usage and proper handling (as outlined in the Product Care Instructions found at tempurpedic.com).
3. Any manufacturing defect in the zipper assembly of the mattress cover.

2. **THIS LIMITED WARRANTY DOES NOT COVER:**
    1. A normal increase in softness or decrease in firmness of the TEMPUR® pressure-relieving material because that does not affect the pressure-relieving qualities of the mattress.
    2. Comfort preference. For example, changes in how the mattress feels to you, changes in the perceived level of firmness or softness, changes in responsiveness or “bounce” of the mattress, or any other personal “feel” characteristic is not covered by the Limited Warranty.
    3. Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains. This Limited Warranty does not cover damage, deterioration or degradation of the mattress due to liquid exposure, either singularly or over time, including, but not limited to: bodily fluids, beverage spills, animal waste, cleaning products, or any other liquid or moisture exposure.
    4. Damage associated with an improper bed frame, foundation, or adjustable base. See above description of a proper bed frame.
    5. Replacement of another piece in the Tempur-Pedic sleep system (e.g., foundation, adjustable base, pillows, etc.) unless the other piece is also defective.
    6. Floor models or demonstration samples sold at a discount (except as specifically provided below in the “Mattress Demonstration Samples and Floor Models” section).
    7. Product sold by resellers who are not authorized retailers.
    8. 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.
    9. Odors.
    10. Mildew or mold occurring after use of the mattress, unless discovered within 30 days of purchase of the mattress.

11. Damage caused by other actions or events beyond Tempur-Pedic's reasonable control, such as failure to follow the Product Care Instructions (found at tempurpedic.com).

## B. MATTRESS DEMONSTRATION SAMPLES AND FLOOR MODELS

Mattress demonstration samples and floor model(s) ("Demos" and/or "Floor Models") are covered by a 10-year Limited Warranty starting from the date of purchase provided on the receipt. However, except for verified warranty defects, Demos and Floor Models are sold "AS IS" and "with all faults," and covers on Demos and Floor Models (whether removable or not) are not warrantied or guaranteed. Subject to the preceding sentence, during the Limited Warranty Period, Demos and Floor Models purchased at a discount will be repaired by Tempur-Pedic at no charge to the purchaser, or will be replaced for a charge equal to the cost of the replacement product less the amount paid by the original purchaser for the Demo or Floor Model. If the demo or floor model product has been discontinued, then the replacement charge will be the cost of a model similar to the discontinued item (or any upgraded item) less the amount paid by the original purchaser for the demo or floor model product.

## C. MATTRESS COVER

Purchaser must continuously use the Mattress Cover ("Cover") that comes on your mattress to be eligible for the 10-year Limited Warranty.

If removable, the Cover (except for Demo or Floor Model covers) initially provided for the Tempur-Pedic product is warrantied for ten (10) years from the date of purchase against faults in material or workmanship. Cover pilling is not covered by this Limited Warranty. Tempur-Pedic may, at its own option, repair or replace the cover provided on the mattress. In the event that Tempur-Pedic replaces the Cover, Tempur-Pedic will replace it with the current style of cover available for the mattress, which may be of a different color or material than the original cover provided. Tempur-Pedic will ship the replacement cover to the purchaser. The purchaser is then responsible for removing the defective cover and putting the replacement cover on the mattress.

## D. FLAT, NON-ADJUSTABLE FOUNDATIONS

Tempur-Pedic foundations are designed to work with a bed frame capable of supporting the load of the foundation and an approved mattress. This Limited Warranty and other performance warranties are based on tests conducted on

"sets" that consist of our mattresses and our foundations. If purchaser uses inappropriate mattresses or bed frames with this foundation, such use will void this Limited Warranty. Tempur-Pedic may require purchaser to provide proof of the quality of the bed frame or mattresses used in conjunction with the foundation if purchaser makes a claim under this Limited Warranty. Tempur-Pedic makes no representations whatsoever as to the structural integrity or rated load for any frame not manufactured by or for Tempur-Pedic. Tempur-Pedic reserves the right to invalidate this Limited Warranty if the frame is determined, in Tempur-Pedic's reasonable discretion, to be inadequate or if the foundation is found to be in an unsanitary condition.

1. **THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL WEAR:**
    1. Structural damage or broken components.
    2. Squeaks or rattles originating from the foundation.
    3. Sagging that is not associated with use of an improper bed frame and does not result from physical abuse or damage to the foundation, or other misuse of the foundation.
2. **THIS LIMITED WARRANTY DOES NOT COVER:**
    1. Structural damage from using an improper bed frame.
    2. Physical abuse or damage to the structure and/or cover material of the foundation, including but not limited to, burns, cuts, tears, or liquid damage.
    3. Replacement of another piece in the Tempur-Pedic sleep system (e.g., mattress, adjustable base, pillows, etc.) unless the other piece is also defective.
    4. Floor models or demonstration samples sold at a discount (except as specifically provided below in the "Foundation Demonstration Samples and Floor Models" section).
    5. Product sold by resellers who are not authorized Tempur-Pedic retailers.
    6. 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.
    7. Mildew or mold occurring after use of the foundation, unless discovered within 30 days of purchase of the foundation.
    8. Damage caused by other actions or events beyond Tempur-Pedic's reasonable control.

## E. FOUNDATION DEMONSTRATION SAMPLES AND FLOOR MODELS

Demonstration samples and floor model(s) of a Tempur-Pedic flat, non-adjustable foundation are covered by a 10-year Limited Warranty from the date of purchase provided on the receipt. However, except for verified warranty defects, Demos and Floor Models are sold "as is" and "with all faults" and covers on Demos and Floor

Models (whether removable or not) are not warrantied or guaranteed. During the Limited Warranty, Demos and Floor Models purchased at a discount will be repaired by Tempur-Pedic at no charge to the purchaser or will be replaced for a charge equal to the cost of the replacement foundation less the amount paid by the original purchaser for the demo or floor model. If the demo or floor model product has been discontinued, then the replacement charge will be the cost of a model similar to the discontinued item (or any upgraded item) less the amount paid by the original purchaser for the demo or floor model product.

## IV. HOW TO RECEIVE WARRANTY SERVICE AND REPLACEMENTS

To receive service and/or replacements under this Limited Warranty, please contact Tempur-Pedic at https://www.tempurpedic.com/customer-service/warranties/ or 1-800-821-6621 within the Warranty Period and as soon as possible after discovery of a suspected defect, and provide: (a) copies of the relevant receipt(s); (b) a statement describing the damage; and (c) photographs showing the suspected damage, or recordings establishing rattling/squeaking or other noise complaints. Discovery is defined as the point in time when the suspected damage was discovered, or should have been discovered, by you. From the date a potential claim is detected, you must take all reasonable steps to protect the Product(s) from further damage and all reasonable steps to mitigate potential losses caused by the suspected damage.

Tempur-Pedic reserves the right to inspect the Product(s) prior to any authorization of any replacement, refund or other remedy under this Limited Warranty and may investigate and/or deny warranty claims that it determines are not covered for any reason under the terms and conditions of this Limited Warranty, or that it determines are false, noncompliant, duplicate, fraudulent, or suspicious, or otherwise problematic. Failure to provide requested information in support of your claim may result in denial of your claim. Repetitive warranty claims will not be honored. If Tempur-Pedic requires an inspector visit, the purchaser will be responsible for paying the inspection fee up front. If the damage is found to be covered under the warranty, Tempur-Pedic will reimburse the purchaser for that amount. If the damage is not covered under the warranty, purchaser will be responsible for that fee.

Tempur-Pedic will not charge purchaser to repair or replace purchaser's Covered Product if it is deemed defective during the term of this 10-year Limited Warranty, but any associated transportation costs are purchaser's responsibility (except to the extent applicable law requires Tempur-Pedic to pay for such costs). In no event,

however, will the transportation costs exceed Tempur-Pedic's standard freight charges at the time of replacement.

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 Tempur-Pedic at the time of replacement. If you do not surrender the original product, then you will be charged the full price of your replacement mattress.

The Limited Warranty for any replacement Product will run from the date of original purchase of the replaced Covered Product. The replacement will not be provided with a new warranty. If the purchaser's mattress or foundation model has been discontinued, then it will be replaced with a model similar to the discontinued item. The value of the replacement product is limited to the purchase price of the original purchase. If a purchaser elects to upgrade to a more expensive product in connection with the replacement of a product in compliance with the terms of this Limited Warranty, it may do so by paying the difference between the cost of the original product and the more expensive product. In the event of such an upgrade, a new warranty will be provided for the upgraded piece(s) only.

**V. LIMITATION OF LIABILITY**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND TEMPUR-PEDIC'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. TEMPUR-PEDIC'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

TEMPUR-PEDIC EXPRESSLY DISCLAIMS, AND SHALL NOT BE LIABLE FOR, INCIDENTAL, DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, CAUSED BY, RESULTING FROM, RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH USE OF THE PRODUCT OR FAILURE OF THE PRODUCT, ANY BREACH OF THIS WARRANTY OR ANY NEGLIGENCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPAIR, REPLACEMENT, OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN.

THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS WARRANTY AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION CANNOT BE WAIVED OR AMENDED BY ANY PERSON. TEMPUR-PEDIC IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE REGARDLESS OF: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT TEMPUR-PEDIC OR AN AUTHORIZED REPRESENTATIVE OF TEMPUR-PEDIC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

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

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

A. YOU AND TEMPUR-PEDIC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY A SINGLE ARBITRATOR THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

This section VI applies to any dispute other than a dispute relating to the enforcement or validity of your, Tempur-Pedic's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Tempur-Pedic arising out of or related to your TEMPUR-PEDIC® mattress or flat foundation or this warranty, or our relationship otherwise, 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, please contact Tempur-Pedic's customer service department by calling toll-free at 1-800-821-6621.

C. If Tempur-Pedic's customer service department is not able to resolve the Dispute, either you or Tempur-Pedic 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 Tempur-Pedic North America, LLC,

ATTN: Office of General Counsel, 1000 Tempur Way, Lexington, KY 40511. Tempur-Pedic 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. If no such information exists or if such information is not current, then Tempur-Pedic has no notification or delay obligations under this section. You and Tempur-Pedic 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 Tempur-Pedic may commence arbitration.

D. Unless you give us notice of opt-out within thirty (30) days of your purchase of Products, addressed to: Tempur-Pedic North America, LLC, 1000 Tempur Way, Lexington, KY 40511, (Attn: Office of General Counsel - Arbitration), all actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this Section, shall be submitted to JAMS (www.jamsadr.com) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over $250,000, or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is $250,000 or less, before a single arbitrator. The matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. JAMS' Rules are available at www.jamsadr.com. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its affiliates' lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter has been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek injunctive relief (subject to the provisions of this Limited Warranty waiving or limiting that relief) in a court of competent jurisdiction in Lexington, Kentucky or, if sought by Company, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with

such decision, after which the prevailing party may enforce such decision by a petition to a court of competent jurisdiction, which may be made ex parte, for confirmation and enforcement of the award.

E. You and Tempur-Pedic shall follow the JAMS Rules applicable to initial filing fees, but in no event will you be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to state or federal court actions in the jurisdiction where the arbitration will be conducted.

The location of the arbitration proceeding shall be in the county and state of your residence, unless each party to the arbitration agrees in writing otherwise, or agrees to conduct the arbitration strictly on written submissions or remotely.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision is void, voidable or otherwise invalid. However, as stated in subparagraph (G) below, the preceding sentence does not apply to the class and collective action waivers. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

F. You may elect to pursue your claim in small claims court solely on an individual basis rather than arbitration. The arbitration or small claims court proceeding will be limited solely to your individual dispute or controversy.

G. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR TEMPUR-PEDIC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR OTHER ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action and the arbitrator will have no authority to hear or preside over any such claim. This class and collective action waiver shall be severable if there is a final judicial determination that the waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class or

collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

Regardless of anything else in this section and/or the JAMS Rules, or any amendments and/or modifications to those rules, any challenge to the class and collective action waiver, including, but not limited to, any claim that all or part of the waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

H. To the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one year in small claims court or an arbitration proceeding, 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.

I. If any provision of this arbitration agreement is found to be unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

J. This arbitration agreement and any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended, to the exclusion of state law inconsistent therewith. The laws of the Commonwealth of Kentucky, without regard to its choice of law principles, will exclusively govern substantive law.

K. Notwithstanding anything to the contrary herein, and only to the extent a court of competent jurisdiction determines that California law applies to our relationship with a California customer in contravention of this agreement providing that Kentucky law shall exclusively apply, then (a) a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) must be arbitrated on a class basis, (b) in the event that the foregoing clause is deemed invalid or unenforceable, a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) may be brought in the state or federal courts located in Kentucky on a class basis, and (c) any claims other than for public injunctive relief must be arbitrated on an individual, non-class basis as otherwise set forth in this section.

L. This provision survives termination of your account or relationship with us, bankruptcy, assignment, or transfer.

M. YOU UNDERSTAND THAT, BUT FOR THE TERMS OF THIS WARRANTY, YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

N. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU PURCHASE A PRODUCT BY WRITING TO US AT TEMPUR-PEDIC NORTH AMERICA, LLC, 1000 TEMPUR WAY, LEXINGTON, KY 40511, (ATTN: OFFICE OF GENERAL COUNSEL - ARBITRATION). FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING THE PRODUCT(S) YOU PURCHASED WITHIN THE 30 DAYS AND THE DATE YOU PURCHASED THE PRODUCT(S). IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

## VII. ADDITIONAL WARRANTY INFORMATION

Please retain this Limited Warranty and your sales receipt (your original proof of purchase) for at least ten (10) years from the date of purchase. Please contact your Tempur-Pedic authorized retailer or contact Tempur-Pedic at www.tempurpedic.com or 1-800-821-6621 if you have any questions about this Limited Warranty.

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