

Welcome to the family! With your new Naturepedic Halcyon mattress, you'll be sleeping soundly in no time. Your mattress comes with benefits like a 20 year limited warranty and product registration updates.

To start, please register your Naturepedic today by visiting naturepedic.com/register. When you register, we can keep you up to date on any announcements regarding your mattress. Your registration will also be filed in case of a warranty claim so that we can take care of you right away.

As soon as your mattress is just right and you're experiencing healthier, more restful sleep, we would love to hear from you on our website where you can leave a review. Your feedback helps others find the right product for their needs. Find your product at naturepedic.com and start your review with the link on your product's page.

We want you to have a safer, healthier, and more natural sleep environment for yourself and your whole family. Sleep tight!

The Naturepedic Family

Comfort. Without Chemicals. TM

Naturepedic is all about bringing you a safer mattress by providing the highest quality products using organic materials. And we don't use the term "organic" lightly! Naturepedic is proud to be one of the few independently certified organic mattress manufacturers in the United States. Our organic certifications even allow us to trace your mattress materials back to their origin to confirm their purity. When it comes to your comfort and safety, we don't skimp.

We're committed to quality, both in our products and our service to customers. As a small, family-owned company, we think of our customers as family, too. Please reach out to us with any questions or concerns, and we'll take care of you.

Who and what does this Warranty cover? This Warranty is not transferable and only covers you if you are the original purchaser and owner of the Naturepedic product ("Product") and purchased it directly from Naturepedic or from an authorized dealer. Because we strongly believe in the quality, design and craftsmanship of our products, our Products are warranted against the following defects in workmanship and material for your Naturepedic Product you have purchased when used normally for its intended purpose, as follows:

- A visible indentation in the mattress or topper greater than one and a half inches (1 1/2") 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 the mattress be continuously supported by a foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the user, mattress, and foundation. Sufficient support is deemed to be a solid platform, a "bunkie board," or a slatted base, with unyielding slats thick enough to support you and the mattress. However, the slats or supports must be no more than 3" apart. If they are more spread out than that it will not provide enough support and will void your warranty. In all cases Naturepedic may decide in its sole discretion whether sufficient support was used.
- Any physical flaw in the mattress or topper that causes the latex foam to split or crack, or the encased coils to fail, despite normal usage and proper handling.
- Any manufacturing defect in the zipper assembly of the mattress.

What will Naturepedic do? If after inspection, the Product is found to be defective, we will at our option repair or replace the Product or component, if applicable, subject to the limitations and exclusions herein. Naturepedic reserves the right to substitute material or product of equal or higher quality. Repair or replacement does not extend the original period of limited warranty, nor does it constitute the beginning of a new limited warranty period.

**How long does the coverage last?** For purchases of a Naturepedic adult luxury mattress or foundation, this Warranty lasts for twenty (20) years from the date of purchase. The first ten (10) years are a full repair or replacement warranty. The last ten (10) years will be prorated based on a 50/5 percentage basis. Starting at the 11th year, you will receive a repair or replacement credit equal to 50% of the original purchase price. The credit will decrease by 5% each year for the following nine (9) years. If the mattress or foundation is used in a commercial facility (e.g. hotel) then this Warranty is limited to five (5) years, non-prorated.

For purchases of a Naturepedic adult luxury pillowtop, this Warranty lasts for ten (10) years from the date of purchase. The first five (5) years are a full repair or replacement warranty. The last five (5) years will be prorated based on a 50/10 percentage basis. Starting at the 6th year, you will receive a repair or replacement credit equal to 50% of the original purchase price. The credit will decrease by 10% each year for the following four (4) years. If the pillowtop is used in a commercial facility (e.g., hotel) then this Warranty is limited to three (3) years, non-prorated.

What is not covered by this Warranty? Every Naturepedic product is constructed individually, one at a time. As such, some degree of individualization of the finished product is an inherent part of that product. Imperfections that do not prevent reasonable continued use of the Product are not considered to be defects. The use of cleaning fluids may damage the fabric and materials in your mattress. Allowing water or other liquids to penetrate your mattress may damage the layers of upholstery, causing materials to compress. As such, we strongly recommend that your sleep system be protected with a waterproof pad to ensure that your sleep system remains in a clean and hygienic condition throughout its lifetime.

This Warranty excludes: (a) minor imperfections and slight cosmetic flaws; (b) normal wear and tear; (c) tears, stains, soiling, burns, and discoloration that occur over time; (d) dampness or mold; (e) firmness preference or a change in comfort; (f) sagging or body impressions of any dimension if the mattress is not supported by sufficient support as described above; normal body impressions not greater than 1.5" in the mattress as measured below the quilt level (settling of the fiber in the quilt is to be expected and is not considered a defect); (g) allergies and sensitivities; (h) naturally occurring aromas; and (i) Products that are purchased second hand from third parties, or Products sold as promotional items, giveaways, "as is," or "floor models."

In addition, this Warranty does not cover conditions resulting from abusive handling, misuse, or neglect, or a cause other than defective workmanship or materials, and the following, if found upon inspection, will void your Warranty: (a) damage of the mattress or foundation due to misuse or abuse; (b) any unsanitary condition; (c) burns; (d) improper or inadequate return packaging; (e) missing law label; (f) improper bed frame; (g) jumping on the Product; (h) attempting to clean the Product in an inappropriate manner; and (i) improper storage of the Product.

This Warranty does not cover shipping charges associated with returning the damaged Product or with shipping any replacement product.

ADDITIONAL LIMITATIONS. THIS WARRANTY DOES NOT COVER DAMAGES IN EXCESS OF THE PURCHASE PRICE THAT YOU PAID FOR YOUR MATTRESS. ADDITIONALLY, TO THE EXTENT PERMITTED UNDER STATE LAW, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED BY THIS WARRANTY. FOR COMMERCIAL AND ALL OTHER NON-CONSUMER USE THERE ARE NO WARRANTIES BEYOND THIS WARRANTY EXPRESSLY STATED ABOVE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY EXCLUDED. IF YOU ARE A CONSUMER WHO PURCHASED YOUR PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THE AFORESAID IMPLIED OR STATUTORY WARRANTIES ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY OR THE MINIMUM PERIOD PERMITTED BY LAW.

Your rights under state law: Some states do not allow the exclusion or limitation of incidental or consequential damages in connection with the sale of consumer products, so the above limitation or exclusion of incidental or consequential damages may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Other terms and conditions: Naturepedic makes no medical or health claims regarding its mattresses or other products. Allergies, discomfort, or other conditions, are not covered under this Warranty. Any questions or concerns regarding medical or health conditions should be addressed by a licensed physician.

BINDING ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND NATUREPEDIC WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH NATUREPEDIC, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US

- **A. Applicability of Arbitration Agreement.** All claims and disputes in connection with the purchase or the use of this Product or the Warranty that cannot be resolved by mediation within 60 days after receipt of notice of dispute shall be resolved by binding arbitration on an individual basis under the terms set forth below (the "Arbitration Agreement").
- **B.** Mediation and Arbitration Rules. Mediation and Arbitration shall be initiated through the American Arbitration Association ("AAA"). The AAA Mediation rules shall govern the mediation, and are available online at https://www.adr.org/Mediation. The AAA Consumer Arbitration Rules shall govern the arbitration, and are available online at https://www.adr.org/consumer or by calling the AAA at 1-800-778-7879. For all disputes in amounts less than fifteen thousand dollars (\$15,000.00), the arbitration shall be conducted by a single, neutral arbitrator, and shall be resolved through binding non-appearance-based arbitration. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For all disputes in amounts more than fifteen thousand dollars (\$15,000.00), the arbitration shall be conducted by a single, neutral arbitrator, and may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- **C. Rules for Non-appearance Based Arbitration.** If non-appearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- D. Authority of the Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and Naturepedic, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Naturepedic, except for a limited right of appeal under the Federal Arbitration Act.
- **E. Waiver of Jury Trial.** YOU AND NATUREPEDIC HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than those applicable in court and are subject to very limited review by a court.
- F. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, OR BY PRIVATE ATTORNEY GENERAL ACTION, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- **G. Arbitration Fees.** The AAA rules will govern payment of all arbitration fees. Naturepedic will pay all arbitration fees for individual arbitration, except that for claims that are determined by the Arbitrator to be frivolous or otherwise improper, Naturepedic may recover all fees from the party that initiated the Arbitration in addition to any other remedies.
- **H. Confidentiality.** No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. Notwithstanding the foregoing, no party shall be prevented from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- **I. Governing Law.** This Arbitration Agreement shall be governed by the laws of the State of Ohio without giving effect to any conflicts or choice of law analysis. This Arbitration Agreement governs to the extent it conflicts with The AAA Consumer Arbitration Rules.
- J. Enforceability. If any provision of this Arbitration Agreement is found to be unenforceable, that provision will be severed, and the remainder of this Arbitration section remaining in full force and effect.

How to make a claim under this Warranty: In order to claim your warranty you must be able to provide the original law tags and proof of purchase (including date of purchase). To make a claim under this Warranty, email us at cs@naturepedic.com or call 1.800.91.PEDIC (1.800.917.3342 or 440.543.1483).



## Register your product with Naturepedic today! Visit naturepedicinfo.com/register

Model: Lot #:

Naturepedic Corporate Headquarters

16925 Park Circle Drive Chagrin Falls, Ohio 44023

naturepedic.com • 800.917.3342

