



M3® PERFORMANCE® MATTRESS 10 YEAR LIMITED WARRANTY AND M3® COMPONENTS LIMITED WARRANTY

BEDGEAR LLC (“BEDGEAR”) wants you to have 100% of the comfort and support you need to get a great night’s sleep so you can Wake Ready™ each day with our Performance® bedding products. We want to make sure our bedding products live up to their intent.

Your new BEDGEAR mattress, the M3 PERFORMANCE Mattress (“M3” or “M3 Mattress”), is covered by a 10-year limited warranty. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state. If you purchased an M3 Mattress with one of our authorized retail partners, please contact the retailer directly with any questions about your warranty claim. The warranty terms listed below are for M3 Mattresses purchased from BEDGEAR.com. Please contact us at the email address or phone number at the bottom of this warranty.

A. Products Covered By This Limited Warranty

This limited warranty extends to M3 Mattresses manufactured by BEDGEAR and purchased directly from BEDGEAR on BEDGEAR.com. The M3 Mattress is made up of four components - the top cover, the comfort layer, the Independent Suspension™ units, and the Chassis® (the “M3 Components”). This limited warranty also extends to M3 Components manufactured by BEDGEAR and purchased directly from BEDGEAR on BEDGEAR.com, separately from the M3 mattress.

B. Who This Warranty Extends To

This limited warranty extends to the original purchaser of any M3 Mattress and M3 Component. All BEDGEAR warranties, including any implied warranties, are valid only for the period of time the M3 Mattress is owned by the original purchaser of the M3 Mattress. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the M3 Mattress or M3 Component from BEDGEAR.com. PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All BEDGEAR limited warranties are non-transferable.

C. BEDGEAR's Limited Warranty Description

BEDGEAR warrants the M3 Mattress, 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 purchase date on your M3 Mattress receipt, when the M3 Mattress is used normally for its intended purposes. The M3 Mattress is designed to work on a firm, solid surface, on a bed base that is structurally capable of supporting the weight of the M3 Mattress and user(s), including adjustable bases.

BEDGEAR warrants each M3 Components, sold to you in its original packaging, against the defects in material and workmanship set forth below (“Defects”) for period of 1 year from the ship date on your online order, when the M3 Component is assembled properly.



D. What This Limited Warranty Covers

This limited warranty applies to the following defects for the M3 Mattress when the M3 Components are assembled properly.

- Deterioration causing the M3 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 M3 Mattress be continuously supported by a foundation or adjustable bed base of the same size with a proper bed frame sufficient to support the combined weight of the M3 Mattress and foundation. King size mattresses must have additional center support.

This limited warranty applies to the following defects for the top cover component:

- Any manufacturing defect in the assembly of the top cover component.
- Top cover is warranted from manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use.

This limited warranty applies to the following defects for the comfort layer component:

- Any manufacturing defect in the assembly of the comfort layer component.
- Comfort layer is warranted from manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use.

This limited warranty applies to the following defects for the Independent Suspension unit component:

- Any manufacturing defect in the assembly of Independent Suspension unit component.
- Independent Suspension unit is warranted from manufacturing defects and workmanship under normal use.

This limited warranty applies to the following defects for the Chassis component:

- Any manufacturing defect in the assembly of the Chassis component.
- Chassis is warranted from manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use.

E. What This Limited Warranty Does Not Cover

- A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the M3 Mattress.
- Comfort preference beyond the 30-day risk-free trial period.
- 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.



- Replacement of any non-defective M3 Components in the BEDGEAR sleep system (for example, if you purchase an M3 Mattress with multiple M3 Components and only one M3 Component is defective, then we will only replace the defective M3 Component).
- Any M3 Mattress or M3 Components (whether manufactured by BEDGEAR or not) sold by resellers who are not authorized retailers of BEDGEAR.
- M3 Mattress or M3 Components sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the M3 Mattress or M3 Components is not “new” or of “first quality”, or has previously been purchased or used by another consumer.

In the event of a Defect, BEDGEAR’s sole and exclusive liability and your sole remedy under this limited warranty will be, at BEDGEAR’s option, to provide a repaired or replacement M3 Mattress or M3 Component, subject to your fulfillment of “Your Responsibilities” below. Replacement Components may be provided in a color different from the M3 Component you originally purchased. BEDGEAR reserves the right to refuse service and invalidate the warranty when the M3 Mattress, even if defective, is in an unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse), when the M3 Mattress 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.

F. Product Replacement Terms

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your M3 Mattress or M3 Component to BEDGEAR and provide BEDGEAR with proof of the original date of purchase. M3 Mattress and M3 Components must be sent to the address set forth at the end of this limited warranty.

The return cost of the replacement part is covered by BEDGEAR for the first 3 years of the M3 Mattress 10-years limited warranty. Year 4 to 10, the return cost of the replacement part is not covered by BEDGEAR.

The M3 Mattress consists of four M3 Components, in the event of a Defect, each M3 components replacement is limited to once within the 10-year period.

If the M3 Component is purchased separately from BEDGEAR.com after your M3 Mattress purchase and in the event of a Defect, the M3 Component replacement is limited to once within the one year warranty for the M3 Component.

G. Disclaimer, Limitation on Liability

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 BEDGEAR 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 M3 MATTRESS 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 BEDGEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BEDGEAR'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE M3 MATTRESS 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.

G. Arbitration

In the event a dispute arises between you and BEDGEAR 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 New York, New York.

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.

H. Governing Law



This limited warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.

I. Warrantor

GM Warranty Services
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Rock Hill, SC 29730
(800) 545-7125
claims@gmwarrantyservices.com