

# **10 YEAR FULL REPLACEMENT LIMITED WARRANTY FOR REVERIE OSO essentials™ MATTRESS**

Thank you for your purchase of a new OSO essentials mattress. We stand behind the quality of every mattress we sell. Your new OSO essentials mattress is covered by a 10 Year Full Replacement Limited Warranty.

## **WHAT PRODUCTS ARE COVERED UNDER THIS LIMITED WARRANTY?**

This Limited Warranty applies to OSO essentials mattresses that are purchased from OSOsleep.com or an authorized retailer.

## **HOW LONG DOES THIS LIMITED WARRANTY COVERAGE LAST?**

Coverage of this Limited Warranty lasts for a full period of ten (10) years from the date of purchase.

## **WHO IS COVERED UNDER THIS LIMITED WARRANTY?**

This Limited Warranty covers the Original Purchaser of an OSO essentials mattress and is non-transferable. An Original Purchaser is one who purchases an OSO essentials mattress directly from OSOsleep.com or an authorized retailer. Please keep a copy of your receipt, as proof of purchase will be required to demonstrate that you are the Original Purchaser, and are therefore eligible to make a valid claim under this Limited Warranty.

## **WHAT DOES THIS LIMITED WARRANTY COVER?**

This Limited Warranty covers a deterioration causing the mattress to have a visible indentation greater than one and a half (1.5") inches that isn't the result of improper use of an unsupportive foundation or surface, or any other abuse or misuse, as determined by OSO essentials, in its sole and absolute discretion.

Mattress covers that split or crack as a result of a physical flaw, despite normal usage and proper handling, are also covered. In the event your mattress cover needs to be replaced, OSO essentials will replace it with the current style of cover available for the mattress. This may be a different color or material than the original cover.

## **WHAT DOESN'T THIS LIMITED WARRANTY COVER?**

This Limited Warranty doesn't cover a normal increase or decrease in the softness of the core material(s) or an individual's comfort preference.

Our mattresses may be used with flat bed foundations, adjustable bed bases or other supportive surface without voiding this Limited Warranty provided that the foundation, adjustable bed base, or supporting surface that you use continuously and properly supports the mattress and its users. We will not cover damage to the mattress caused by the use of an improper frame, foundation, adjustable bed base, supporting surface, or any misuse or abuse, as determined by OSO essentials, in its sole and absolute discretion.

In order to maintain this Limited Warranty, you must use a mattress protector. Physical abuse or damage to the mattress and/or mattress cover (for example, burns, stains, tears, etc.) is not covered. Similarly, mattresses that are deemed by OSO essentials to be in an unsanitary condition are also not covered.

## **HOW DO I MAKE A CLAIM UNDER THIS WARRANTY?**

In order to make a claim under this Limited Warranty please send a brief written description of the problem including a photo, if possible, and proof of purchase to our Warranty and Service Department at [care@OSOessentials.com](mailto:care@OSOessentials.com)

If a replacement is deemed necessary by OSO essentials, Original Purchaser will be required to surrender the defective mattress and/or mattress cover to OSO essentials at the time of replacement. Repair or replacement of a mattress or mattress cover does not renew or extend this Limited Warranty.

## **WHAT ARE MY RESPONSIBILITIES?**

Although we will not charge you for the repair or replacement of your mattress and/or mattress cover, you are responsible for all transportation costs associated with the repair or replacement, including the return of the defective mattress and/or mattress cover.

In order to determine if a warranty claim is valid, we may require you to provide proof of the quality of the bed frame, foundation, or adjustable bed that was used to support your mattress.

## **OTHER TERMS AND CONDITIONS:**

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MATTRESS IS PROVIDED "AS IS" AND THIS LIMITED WARRANTY IS YOUR EXCLUSIVE LIMITED WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS 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 OSO ESSENTIALS OR ITS SUPPLIERS BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE 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 OSO ESSENTIALS HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. OSO ESSENTIALS' TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE MATTRESS GIVING RISE TO SUCH LIABILITY.

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