# OUR 20-YEAR LIMITED SNUGGLE-PEDIC SHREDDED FOAM PILLOW WARRANTY

We really want to make sure you love your Snuggle-Pedic product and that you have the confidence that it will last throughout the years. To that point, we only use extremely high quality, resilient and extra dense foams that will keep the proper support throughout the years. You will be happy to know that we handcraft every Snuggle-Pedic® pillow at our Southern California facility, using only the highest quality all U.S.A. made components that should hold up well for years to come. Our Snuggle-Pedic bamboo and shredded memory foam pillow has an industry leading 20-year non-prorated limited warranty that covers any flattening out of the pillow or loss of support over those 20 years. Should this occur, simply send your pillow in for a replacement of the foam. We will pay all shipping costs to send the pillow back to you after the repair. In some cases where we do not feel that a replacement is necessary, we may opt to send out additional fill at our expense.

We warrant that the covering will be free from any initial manufacturing defects, however, due to variances in washing machines and cleaning techniques, we do not include the covering under our 20-year warranty. Please note that we are not responsible and cannot accept back any product that has transferable damage that occurred to the product after it has been received by the customer. This includes, but is not limited to stains from food, drink, urine, and cigarette smoke. A certain amount of cosmetic change will occur in foam over time. This is not considered a defect.

IMPORTANT NOTE ABOUT TRIAL & WARRANTY VALIDATION WE RECOMMEND THAT YOU REGISTER YOUR PRODUCT AT THIS LINK: https://snugglepedic.com/pages/warranty-guarantee

Both the 4-month sleep trial policy and our 10 and 20-year limited warranties apply only to original purchasers of genuine Snuggle-Pedic products and customers who purchased their product(s) directly from an authorized Relief-Mart, Inc. channel (i.e. through the Snuggle-Pedic website, Relief-Mart, Inc. corporate offices/stores, a seller that is authorized by Relief-Mart, Inc. to sell the Snuggle-Pedic products or through Relief-Mart, Inc utilizing a 3rd party selling platform like Amazon.com). When purchasing through a 3rd party platform like Amazon.com, we always recommend you check to "sold by" name to ensure that it was sold by Relief-Mart, Inc. Should you not register your product through our website, we will always attempt to look-up your order in our system. However, there is no guarantee that Amazon, a 3rd party authorized seller or even our own system will be able to find your order many years after your purchase, so we highly recommend you register your product at your soonest possible convenience.

# DISCLAIMER, LIMITATION ON LIABILITY

To the extent permissible by applicable law, the mattress is provided "as is" and this warranty and any implied warranties are your exclusive warranties and replace all other warranties or conditions, express or implied. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. 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 mattress warranty, in no event will Relief-Mart, Inc. Or its suppliers be liable for 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 Relief-Mart, Inc. Has been advised of such damages and notwithstanding the failure of essential purpose of any limited remedy. Relief-Mart, Inc.'s 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.

#### **ARBITRATION**

In the event a dispute arises between you and Relief-Mart, Inc. arising out of this Limited Mattress 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 Mattress 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 Agoura Hills, CA. 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 Warranty will be governed by the laws of the State of California.

## WARRANTOR

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\*This product is protected by U.S. Patent No. 7,334,280