

Current Products (from 2021 — present)

Sealy® Mattress and Flat Foundation

10-Year Limited Warranty

THIS LIMITED WARRANTY CONTAINS A 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. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS BELOW, WHICH ALSO DESCRIBE YOUR RIGHT TO OPT-OUT.

Your purchase of a Sealy® mattress or non-adjustable foundation indicates acceptance of these terms. All parts of this Limited Warranty apply to the maximum extent permitted by law unless prohibited by law. This Limited Warranty gives the purchaser (“Purchaser”) specific legal rights, and the Purchaser may also have other rights, which may vary from state to state.

What Should I Do If A Problem Occurs?

Contact the retailer where you purchased your sleep set. If you cannot reach the retailer, or if you have moved, contact our Customer Service line at 1-800-697-3259. For purchases made directly from Sealy by phone or online at sealy.com, you may file a warranty claim online at help.sealy.com.

WARRANTY DESCRIPTION

All Sealy® mattresses and non-adjustable foundations are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term “product” means any Sealy® non-adjustable foundation and any mattress manufactured by or for Sealy Mattress Manufacturing Company, LLC (“Sealy”). Sealy warrants that it will, at Sealy’s option, replace Purchaser’s Sealy® product sold in the U.S. by an authorized retailer if that product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty. Sealy 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. SEALY LIMITS 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. This Limited Warranty is valid only in connection with the original purchase of new products from authorized retailers and extends from the original purchase date of the original product. An “original purchaser,” for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from Sealy or an authorized retailer of Sealy 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 authorized by Sealy to sell product directly to original Purchasers. An individual or entity that purchases the product from whatever source with the intent to resell the product is an “unauthorized reseller.”

This Limited Warranty does not apply to floor models or demonstration samples or to products sold by unauthorized resellers, including, without limitation, unauthorized resellers on third-party websites. Unauthorized resellers are not “original purchasers” for the purpose of this Limited Warranty. If 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 Sealy, proof of purchase will be required to demonstrate that the product was purchased from an authorized retailer and Purchaser is eligible to make a valid claim under this limited warranty.**

MATTRESSES

Sealy® 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 Sealy® 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. This Limited Warranty only covers manufacturing defects in a mattress or foundation when the set is subject to proper handling and normal use in conjunction with a proper bed frame. A proper bed frame must provide sturdy support for the mattress, foundation, and occupants, include a center support, and have at least 5 legs for Queen, King and Cal King, with one leg serving as a center rigid support, 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 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 cross-slat spacing requirements would require a foundation to provide adequate support. Sealy may require 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. Sealy makes no representations whatsoever as to the structural integrity or rated load for any frame, foundation, or adjustable base not manufactured by or for Sealy. Coverage under this Limited Warranty is excluded if the foundation, base, or frame is determined, in Sealy's reasonable discretion, to be inadequate, or if the mattress is found to be in an unsanitary condition. Inadequate bases include, but are not limited to, plywood and plastic liners.

How long will the warranty last? What is the amount of the deductible?

The length and terms of this warranty may be determined from information contained on the law tag attached to the mattress. On your mattress's law tag, find the "Warranty" field. The Warranty field contains a Warranty Code and a 12-digit Serial Number.

Example:

Warranty Code: 10/10

SN 340500XXXXXX

The number left of the slash mark is the period (in years) during which warrantable repairs or mattress replacement is provided without a deductible. The number to the right of the slash mark is the total warranty period in years. If the number to the left of the slash is the same as the number to the right of the slash, this means your mattress warranty has no deductible. For example, if the Warranty Code is 10/10, your mattress has a 10-year limited warranty with any warrantable repairs or replacement during the 10-year period being provided without a deductible.

Example:

Warranty Code: 5/10

SN 340500XXXXXX

If the number to the left of the slash is less than the number to the right of the slash, this means your mattress warranty has a deductible for any warrantable repairs or replacement. For example, if the Warranty Code is 5/10, your mattress comes with a 10-year limited warranty and any warrantable repairs or replacement during the first 5 years of the warranty period are provided without a deductible. To calculate the applicable deductible for any warrantable repair or replacement after 5 years, use this simple formula: (Current Manufacturer's Suggested Retail Price for the Mattress) *multiplied by* (Number of Years from the Purchase Date of Your Mattress) *divided by* the Number to the Right of the Slash Mark. For example, if the Current Manufacturer's Suggested Retail Price for your mattress is \$500 and the Warranty Code on the law tag of your mattress is 5/10, for any

warrantable repairs or replacement in year 8 of ownership, the deductible will be $(500 \times 8)/10$, or \$400.

If your mattress is discontinued, Sealy has sole discretion to select a comparable mattress model that will be used to determine the deductible per the formula above. Your purchase date is established from the date of your sales receipt.

Regardless of whether there is any deductible, the Purchaser is responsible for paying any applicable transportation fees and inspection costs.

For additional information, contact your retailer.

What is and is not covered by the warranty?

Sealy warrants that it will, at Sealy's option, replace Purchaser's Sealy® mattress sold in the U.S. by an authorized retailer if that product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty.

This Limited Warranty covers deterioration causing the mattress to have a visible indentation greater than one and one-half (1.5) inches for quilted or tufted mattresses, or greater than three-fourths (0.75) of an inch for flat top panel mattresses without any quilting or tufting. However, indentations associated with physical abuse or damage to the mattress, use of an improper or unsupportive foundation or adjustable bed base, or other misuse of the mattress will not be covered. The measurement of the indentation must be taken without applying weight or pressure to the mattress

THIS LIMITED WARRANTY DOES NOT COVER:

1. Comfort preference.
2. Cover pilling associated with normal wear and use.
3. Physical abuse or damage to the structure and/or cover material, including but not limited to: burns, cuts, tears, liquid damage, or stains.
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 Sealy® sleep system (e.g., mattress, adjustable base, pillows, etc.) unless the other piece is also defective.
6. Floor models or demonstration samples.
7. Product sold by unauthorized resellers.

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. Normal indentations or sagging of less than 1 ½" for quilted or tufted top mattresses, or less than ¾" for flat top panel mattresses without any quilting or tufting. If it is determined that an indentation is caused by misuse, abuse or factors other than a product defect, this warranty will not cover that condition.
10. Odors.
11. Mildew or mold occurring after use of the mattress, unless discovered within 30 days of purchase of the mattress.
12. Damage caused by other actions or events beyond Sealy’s reasonable control.

FLAT, NON-ADJUSTABLE SEALY® FOUNDATIONS

Sealy® 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. Sealy 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. Sealy makes no representations whatsoever as to the structural integrity or rated load for any frame not manufactured by or for Sealy. Coverage under this Limited Warranty is excluded if the frame is determined, in Sealy’s reasonable discretion, to be inadequate or if the foundation is found to be in an unsanitary condition.

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.

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 Sealy® sleep system (e.g., mattress, adjustable base, pillows, etc.) unless the other piece is also defective.
4. Floor models or demonstration samples.
5. Product sold by unauthorized resellers.
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 mattress, unless discovered within 30 days of purchase of the mattress.
8. Damage caused by other actions or events beyond Sealy’s reasonable control.

PRODUCT REPLACEMENT TERMS

Except as otherwise provided herein, Sealy will not charge Purchaser to replace Purchaser’s mattress or flat foundation with the same or current similar model if it is deemed defective during the length of this Limited Warranty, but any inspection or transportation costs associated with replacements are Purchaser’s responsibility (except to the extent applicable law requires Sealy to pay such costs). In no event, however, will the transportation costs exceed Sealy’s then-standard freight charges. No new warranty is provided with a replacement product. The warranty for the replacement product runs from the date of original purchase of the replaced product.

Sealy reserves the right to inspect the Product(s) prior to any authorization of any 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 Sealy 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, Sealy will reimburse the Purchaser for that amount. If the damage is not covered under the warranty, Purchaser will be responsible for that fee.

In connection with the replacement of a product in compliance with the terms of this Limited Warranty, if a Purchaser elects to upgrade to a more expensive product, they may do so by paying any required deductibles plus the difference between the cost of the original product being replaced and the cost of the upgraded product. The cost of any

related additional sleep system pieces not being replaced as part of the warranty exchange is separate. In the event of an upgrade as described in this paragraph, a new warranty will be provided for the upgraded pieces only.

ADDITIONAL LIMITATIONS ON WARRANTY COVERAGE

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 Sealy at the time of replacement unless local disposal is allowed by Sealy. If you do not surrender the original product, then you will be charged the full price of your replacement product.

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

SEALY EXPRESSLY DISCLAIMS, AND SHALL NOT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, OR RESULTING FROM USE OF THE PRODUCTS, OR ARISING OUT OF ANY NEGLIGENCE OR BREACH OF THIS WARRANTY. THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPLACEMENT OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN.

SEALY IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES. SEALY IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS WARRANTY OR 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. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF SEALY OR AN AUTHORIZED REPRESENTATIVE OF SEALY HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF ANY SUCH DAMAGES. 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.

All parts of this Limited Warranty apply to the maximum extent permitted by law unless prohibited by law.

This Limited Warranty gives the Purchaser specific legal rights, and the Purchaser may also have other rights, which may vary from state to state.

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

A. YOU AND SEALY 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 applies to any dispute other than a dispute relating to the enforcement or validity of your, Sealy's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Sealy arising out of or related to your Sealy® 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 your retailer. If you cannot reach the retailer, contact our Customer Service line at 1-800-697-3259.

C. If your retailer and Sealy's customer service department are not able to resolve the Dispute, either you or Sealy 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 Sealy, Inc., ATTN: Office of General Counsel, 1000 Tempur Way, Lexington, KY 40511. Sealy 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 Sealy has no notification or delay obligations under this section. You and Sealy 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 Sealy may commence arbitration.

D. Unless you give us notice of opt-out within thirty (30) days of your purchase of Sealy® products, 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 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 and 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. 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 Sealy, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section.

E. 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.

F. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR SEALY 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.

The parties agree to apply JAMS Mass Arbitration Procedures and Guidelines to Mass Arbitrations, defined as 25 or more similar demands for arbitration filed against the same party or related parties by individual claimants represented by the same law firm or law firms acting in coordination.

G. 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.

H. 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.

I. 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 SEALY, INC., 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.

ADDITIONAL WARRANTY INFORMATION

You may contact Sealy's Customer Service Department by calling toll-free 1-800-697-3259 or by visiting help.sealy.com.

Please retain this Limited Warranty and original proof of purchase for at least 10 years from your date of purchase.

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