

FASHION BED GROUP® BEDDING SUPPORT ONE-YEAR LIMITED WARRANTY

Fashion Bed Group® (“FBG”), warrants to the original retail purchaser (“Purchaser”) that the FBG bed frame, center support system, bed rails, rollaway cot, top spring and/or pop up unit (“Product”) will at the time of purchase be free from defects in material and workmanship caused by FBG, subject to the terms and conditions set forth herein. This warranty shall apply for a period of one (1) year from date of purchase of the Product by the Purchaser from an authorized retailer.

This warranty extends only to the Purchaser and may not be assigned or transferred. A Purchaser is an individual who purchases the Product directly from an authorized retailer for the Purchaser’s own single-family residential use. If a buyer is not the Purchaser of the Product, he/she takes the Product “as is” and “with all faults.” Proof of purchase will be required to demonstrate that buyer is the Purchaser and eligible to make a valid claim under this warranty.

In the event of a breach of this warranty, upon timely notice during the warranty period, FBG’s sole obligation shall be to, at FBG’s option, either repair or replace the Product or allow credit for the Product. Repair, replacement, or a credit allowance shall be the sole and exclusive remedy under this warranty. To take advantage of this warranty, return the defective Product to the store where purchased. If the seller has moved or gone out of business, contact FBG directly for claim submission at FashionBedGroup.com and click on “Contact Us” or call 1-800-825-5233. Any transportation, shipping and handling costs, and the risk of loss during transit, shall be borne by the Purchaser. Repairs to or exchange of a Product under the terms of this warranty will apply to the original warranty period and will not serve to extend such warranty period.

FBG will not be responsible for repair, replacement, or credit where damage to the Product has been caused by (i) abuse, negligence, improper installation, or misuse of the Product; (ii) acts or omissions of third parties other than FBG; (iii) institutional or commercial use; or (iv) acts of God or other natural forces.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED; PROVIDED, THAT TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW SUCH DISCLAIMER OF ANY PARTICULAR IMPLIED WARRANTY, SUCH WARRANTY SHALL BE LIMITED IN DURATION AND OTHERWISE TO THE EXPRESS WARRANTY SET FORTH HEREIN AND IS SUBJECT TO THE SAME LIMITATIONS SET FORTH HEREIN. IN NO EVENT SHALL FBG BE LIABLE FOR (A) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (B) DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). No modification of this warranty shall be effective unless it is in writing and signed by an authorized officer of FBG. This warranty is exclusive and in lieu of all other warranties, oral or written, and supersedes all previous warranties, if any.

Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to every Purchaser. Some states and provinces do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitation or exclusion may not apply to every Purchaser. This warranty gives the Purchaser specific legal rights and the Purchaser may have other legal rights which vary by state or by province. This warranty does not apply to sales outside of the United States and Canada.

For residents of Canada: This warranty is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement. You confirm your request that this warranty and all documents related directly or indirectly thereto be drafted in the English language. *Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s’y rattachent directement ou indirectement soient rédigés en langue anglaise.*

For warranty inquiries and claim submission, please visit FashionBedGroup.com and click on “Contact Us” or call 1-800-825-5233. Any claim under this warranty must be submitted to FBG within the warranty period provided in this warranty.