



limited WARRANTY

Fashion Bed Group® (“FBG”), is pleased to offer this Warranty to the original retail purchaser (“Original Purchaser”) of this Air Dream™ Sofa Sleeper System (“Product”). Subject to the terms and conditions set forth herein, FBG warrants to Original Purchaser that the mattress, air bladder, and air bladder valve of the Product will be free from defects in workmanship or materials caused by FBG for a period of three (3) years from the Warranty Commencement Date, and the motor of the Product will be free from defects in workmanship or materials caused by FBG for a period of one (1) year from the Warranty Commencement Date. The “Warranty Commencement Date” is either of the following, whichever is applicable: (i) the date of purchase by Original Purchaser of a new, unused Product, or (ii) the date of manufacture for a Product that has been used as a floor or display model. In the event of a breach of this Warranty, upon timely notice during the applicable warranty period, FBG will, at its option, either repair or replace the defective mattress, air bladder, air bladder valve, or motor of the Product, or provide a credit in the amount of the purchase price of the Product received by FBG from the Original Purchaser. If FBG, in its sole discretion, opts to repair or replace the defective mattress, air bladder, air bladder valve, or motor of the Product, FBG will pay reasonable transportation costs associated with such repair or replacement if, but only if, such costs are approved in advance by FBG in writing.

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

ADDITIONAL TERMS AND CONDITIONS

Neither this Warranty nor any other warranty which may be implied by law shall apply to any damage, claim, or loss arising out of or relating to: (a) any damage caused by the Original Purchaser or anyone other than FBG; (b) improperly or incorrectly performed repair or replacement of parts; (c) mishandling of the Product (whether in transit or by other means), or otherwise assembling, using, or operating the Product in any manner inconsistent with this Warranty and/or the Installation Guide; (d) improper use, care, or installation of the Product; (e) negligence, misuse, abuse, or unauthorized repair of the Product; (f) alteration or modification of the Product without the prior written consent of FBG (g) commercial, institutional, or other use except single-family residential use; (h) improper or inadequate maintenance, cleaning, or care of the Product, including without limitation, the use of improper or non-recommended cleaning solutions or cleaning practices; (i) rips, tears, stains, soiling, or spills; (j) failure to deflate the air bladder of the Product before folding the mattress, air bladder, and air bladder valve of the Product into a sofa sleeper; or (k) smoke, fire, flood, tornado, hurricane, earthquake, wind, lightning, any other casualty event, frozen or broken pipes, or any damage or event that is covered or ordinarily would be covered by insurance coverage. If any of the above conditions occur, this Warranty is void. Creasing will occur due to folding of the mattress, air bladder, and air bladder valve of the Product into a sofa sleeper and is not covered by this Warranty. This Warranty does not include reimbursement for inconvenience, removal, disassembly, installation, set-up time, loss of use, or any other costs or expenses. It is the sole responsibility of the Original Purchaser to provide adequate space and accessibility to the Product.

Repair, replacement, or a credit allowance shall be the sole and exclusive remedy under this Warranty. The decision to repair or replace a defective component of the Product, or to allow credit for the purchase price of the Product, shall be made by FBG, at its option and in its sole discretion. Repairs to or replacement of a defective component of the Product under the terms of this Warranty will apply to the applicable warranty period and will not serve to extend such warranty period. FBG shall not be obligated to repair or replace any component part of the Product more than once. A maximum of (i) one claim on the mattress, (ii) one claim on the air bladder, (iii) one claim on the air bladder valve, and (iv) one claim on the motor is allowed under this Warranty. Upon repairing or replacing a component part of the Product, FBG will have no further obligations under this Warranty with respect to that given component part of the Product. Notwithstanding the foregoing or anything to the contrary under this Warranty, in the event FBG elects in its sole discretion to replace the entire Product or provide a credit in the amount of the purchase price of the Product received by FBG from the Original Purchaser, FBG will have no further obligations under this Warranty, and no subsequent claims will be covered.

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 IS HEREBY LIMITED IN DURATION AND OTHERWISE TO THE EXPRESS WARRANTY SET FORTH HEREIN AND IS SUBJECT TO THE SAME LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN. IN NO EVENT SHALL FBG BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGE, CLAIM, OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS WARRANTY. IN NO EVENT SHALL FBG BE LIABLE FOR REMOVAL, REINSTALLATION, OR LABOR COSTS, OR FOR ANY DAMAGE CAUSED TO A SOFA SLEEPER. IN NO EVENT SHALL FBG BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND REASONABLE TRANSPORTATION COSTS. NO MODIFICATION OF THIS WARRANTY SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF FBG.

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limited **WARRANTY**

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

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 applicable warranty period provided in this warranty.

This warranty supersedes all previous warranties, if any.

For Residents of Canada: This Agreement 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 Agreement 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.

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