



Birch Mattress Warranty

25 Year Limited Mattress Warranty.

Your new Birch Mattress is covered by a 25 year limited warranty. This limited warranty gives you specific legal rights, and covers all manufacturing defects. You may also have other rights, which vary from state to state.

If you think you need to claim your warranty, please let us know!

Products Covered by This Limited Warranty.

This limited warranty extends to mattresses manufactured by Brooklyn Bedding, LLC d/b/a Birch by Helix ("Birch", "we", "us") and purchased directly from Birch or Birch's authorized retailers (the "Mattresses"). Mattresses are designed to work on a firm, solid-surface, on a bed base that is structurally capable of supporting the weight of the Mattress and user(s).

Who This Warranty Extends To.

This limited Warranty extends to the original purchaser of any Mattress who is located in the United States (not including US territories) or Canada. All Birch warranties, including any implied warranties, are valid only for the period of time the Mattress is owned by the original purchaser of the Mattress. The "original purchaser," for the purposes of this warranty, is the first purchaser of the Mattress from Birch or a Birch authorized retailer. PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All Birch limited warranties are not transferable. The Warranty Commencement Date ("Warranty Commencement Date") means the date at which the Mattress was purchased.

Birch's Limited Warranty and Responsibilities.

Birch warrants the Mattress in its original packaging sold to you against the defects in material and workmanship set forth below ("Defects") when your Mattress is purchased by you and the Mattress is used normally for its intended purposes.

YEARS 1-10: FULL COVERAGE

For the first 10 years from the Warranty Commencement Date, your Mattress is warranted against non-excluded defects in the workmanship or materials. During this time, Birch will organize to repair or replace at no cost to you any defective Mattress and pay all authorized labor and transportation costs associated with the repair or replacement.



YEARS 11-25: LIMITED COVERAGE - PRORATED

During years 11-25, Birch will, at its opinion, replace the mattress at a prorated charge to the purchaser in addition to transportation and/or shipping charges.

If the Mattress is replaced during the eleventh (11th) year, the prorated replacement charge the purchaser pays will be fifty (50) percent of the original purchase price. If the Mattress is replaced after the eleventh (11th) year, but before the twenty-first (21st) year, the prorated replacement charge the purchaser pays will increase by five (5) percent for each subsequent year of the prorated period (i.e. 55% of the original purchase price if replaced during year twelve (12); 60% of the original purchase price if replaced during year thirteen (13), etc.). If the mattress is replaced in year twenty-one (21) or any point thereafter prior to expiration of the Mattress Warranty the prorated replacement charge will be 95% of the original purchase price.

The replacement will be of the same model and size as the original Mattress purchased. In no event will a substitution model be used as a replacement except in the case of a discontinued Mattress. In this event, a Mattress of like build and design, at Birch's discretion, will be used as a replacement for the defective Mattress. Replaced or repaired Mattresses are subject to the same Mattress Warranty as the original Mattress. If you obtain a replaced or repaired Mattress, the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress.

What This Limited Warranty Covers.

This limited warranty applies to the following Defects in your Mattress:

Deterioration causing the Mattress to have a visible indentation greater than one and one-half (1.5) inches that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a Mattress be continuously supported by a matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the Mattress and foundation. Any foundation, box spring, frame, or other base on which the Mattress is placed that has slats greater than 5 inches apart will be considered improper for your Mattress and will void the warranty.

Any physical flaw in the Mattress that causes the latex or spring material to split or crack, despite normal usage and proper handling.

Any manufacturing defect in the assembly of the Mattress cover, not caused by normal wear and tear.

This limited warranty does not cover the following:

A normal increase in softness of the pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.

Comfort preference beyond the 100 day risk free trial period.

Unhappy with material choices after 100 day risk free trial period.



Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the Defect is caused by such abuse or damage.

Replacement of any non-defective pieces in the Birch sleep system (for example, if you purchase a mattress with multiple components and only one component is defective, then we will only replace the defective component).

Any mattress (whether manufactured by Birch or not) sold by resellers who are not authorized retailers of Birch.

Mattresses sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the Mattress is not "new" or of "first quality", or has previously been purchased or used by another consumer.

In the event of a Defect, Birch's sole and exclusive liability and your sole remedy under this limited warranty will be, at Birch's option, to provide a repaired or replacement Mattress or Mattress Cover of similar or greater value, subject to your fulfillment of "Your Responsibilities" below. Replacement Mattress Covers may be provided in a color different from the Mattress Cover you originally purchased. Replacement Mattress may be a different model than you originally purchased.

Your Responsibilities.

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Mattresses to Birch at your cost and provide Birch with proof of the original date of purchase. You are responsible for all shipping and transportation costs associated with replacing or repairing a Mattress. In the event that the Mattress is proven to have a Defect, Birch will reimburse you for shipping costs up to one hundred (100) dollars. Mattresses must be sent to the address set forth at the end of this limited warranty.

Birch will repair or replace (as applicable) and ship your Mattress back to you within 90 days of receiving your original Mattress.

Replaced or repaired Mattresses are subject to the same limited warranty as the original Mattress. For example, if you obtain a replaced or repaired Mattress that is the same style and price as the original Mattress, then the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress.

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 WARRANTY, IN NO EVENT WILL Birch OR ITS SUPPLIERS BE LIABLE FOR OR 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 Birch HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Birch'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 Birch arising out of this Limited 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 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 New York, New York.

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 warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.



Warrantor.

Brooklyn Bedding, LLC

d/b/a Birch Living

30 Irving Place

9th Floor

New York, NY 10003

help@birchliving.com