

P O T T E R Y B A R N

Leesa Mattress Warranty

10 YEAR FULL REPLACEMENT LIMITED MATTRESS WARRANTY

Please note: Our 100 Night Guarantee and 10 Year Limited Warranty are both voided once the Leesa mattress leaves the US, Canada or the UK

Your new Leesa mattress is covered by a 10 Year Full Replacement Limited Warranty. For 10 years after you purchase your new mattress, when it has a defect covered under the warranty, we will replace or repair it. This includes all parts of the mattress determined to have a defect, and there's no deductible.

This warranty is valid only for the original purchaser from the original purchase date of the original mattress purchased from Leesa Sleep, LLC and is non-transferable. If the original purchaser sells or otherwise relinquishes ownership of the mattress to another, the subsequent owner accepts the product "as is" and "with all faults."

Mattresses

Leesa mattresses are engineered to deliver the best, most effective sleep possible. In order for that to happen, your Leesa mattress should be set-up on a solid base or foundation substantial enough to support the mattress and occupant(s).

This Limited Warranty covers the following instances during normal use:

- a) Deterioration of the mattress resulting in a visible indentation greater than one (1) inch that is not associated with an indentation or sag as a result of an improper or unsupportive foundation or base. Normal wear requires that a purchaser's mattress be continuously supported by a matching, solid foundation, base, or frame substantial enough to support the mattress and occupant(s).
- b) Any physical flaw in the craftsmanship of the mattress that causes permanent damage to the memory foam despite proper set-up and normal use.
- c) Any physical flaw in the craftsmanship of the cover, including seams and zipper assembly. Leesa may, at its own option, repair or replace the cover provided on the mattress. In the event that Leesa replaces the mattress cover, Leesa will replace it with the current style of cover available for the mattress, which may be of a different color, design, or material than the original cover provided.

This Limited Warranty does not cover:

- a) A normal increase in softness of the memory foam which is normal and does not affect the pressure-relieving quality of the mattress.
- b) Comfort preference.
- c) Physical abuse or damage to the structure and / or cover material, including but not limited to, burns, cuts, tears, liquid damage & stains, or soiling.
- d) Damage from using an improper bed frame, foundation, platform bed, or adjustable base.
- e) Replacement(s) of another piece in the Leesa sleep system, unless other piece(s) is also defective.
- f) Product sold by resellers who are not authorized retailers.
- g) 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.

Product Replacement Terms

Except as otherwise provided herein, Leesa will not charge purchaser to repair or replace purchaser's mattress if it is deemed defective during the length of this 10 year Limited Warranty, but any transportation or shipping costs associated with any such repairs or replacements are purchaser's responsibility. No new warranty is provided on a replacement product. The warranty for the replacement product runs from the date of purchase of the original product. 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, purchaser may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product, plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. In the event of an upgrade as described in this paragraph, a new warranty will be provided for the upgraded product and related additional sleep system pieces only.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN AND THE OBLIGATIONS AND LIABILITIES OF SELLER AS STATED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER AND PURCHASER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS

WERE MADE TO PURCHASER OR RELIED UPON BY PURCHASER WITH RESPECT TO THE QUALITY AND FUNCTION OF THE PRODUCTS HEREIN SOLD.

FIVE YEAR LIMITED FOUNDATION WARRANTY

Who and What Does This Warranty Cover?

This Leesa Foundation is covered by a five (5) year limited warranty (the “Foundation Warranty”), which begins on the date of purchase, and is made available to foundations manufactured by Leesa Sleep, LLC (“Leesa”) and that are purchased directly from Leesa or Leesa’s authorized retailers (a “Foundation”). This Foundation Warranty gives you specific legal rights, and you may have other rights that vary from state to state.

Leesa warrants the Foundation, when sold to you in its original packaging, against confirmed defects in material and workmanship (“Defects”), as set forth below, for a period of five (5) years from the time your Foundation is purchased by you, provided the Foundation is only used normally for its intended purposes.

This limited Foundation Warranty only extends to the original purchaser of a Foundation. All Leesa warranties, including any implied warranties, are valid only for the period of time the Foundation is owned by the original purchaser. The “original purchaser,” for the purposes of this Foundation Warranty, is the first purchaser of the Foundation from Leesa or a Leesa authorized retailer. Please retain a copy of your receipt as proof of purchase. All Leesa limited warranties are non-transferable.

What Does This Warranty Not Cover?

This limited Foundation Warranty does not cover the following:

- Structural or visual damage from using an improper bed frame or placing the Foundation on the floor;
- Physical abuse or damage to the Foundation 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 Leesa sleep system (for example, if you purchase a Foundation with multiple components and only one component is defective, then we will only replace the defective component)
- Any Foundation (whether manufactured by Leesa or not) sold by resellers or individuals who are not authorized retailers.

What are Your Remedies Under the Warranty?

In the event of a confirmed Defect, Leesa's sole and exclusive liability and your sole remedy under this limited Foundation Warranty will be, at Leesa's option, to provide a replacement Foundation or to provide a refund, subject to your fulfillment of "How to Make a Claim" below. Refunds are based on the original purchase price and may be pro-rated by Leesa according to the remaining life of the Foundation Warranty. Refunds shall exclude shipping and handling charges discussed below.

How to Make a Claim.

In the event of a Defect and in order to get the benefit of this limited Foundation Warranty, you must return your Foundation to Leesa and provide Leesa with proof of the original date of purchase. Any transportation or shipping costs associated with any such repairs or replacements are purchaser's responsibility. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited Foundation Warranty. In the event of a Defect, Leesa will ship a replacement Foundation (if applicable) to you. To initiate a claim under this Foundation Warranty, contact Leesa at 844-335-3372 or Support@Leesa.com to obtain a Returned Merchandise Authorization ("RMA") number before shipping the Foundation. No returns will be accepted without an RMA number.

Except as otherwise provided herein, Leesa will not charge purchaser to repair or replace purchaser's Foundation if it is deemed defective during the length of this five (5) year Limited Warranty. Leesa reserves the right to confirm any Defect. In the event the Foundation is not deemed defective, you shall be responsible for all shipping costs associated with the return, including delivery to and from Leesa's facilities. No new warranty is provided on a replacement product. The warranty for the replacement product runs from the date of purchase of the original product. In connection with the replacement of a product under this Limited Warranty, if a purchaser elects to upgrade to a more expensive product, purchaser may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product, plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. Exchanges for items of lesser value are not allowed. In the event of an upgrade as described in this paragraph, a new limited warranty will be provided for the upgraded product and related additional sleep system pieces only.

DISCLAIMER, LIMITATION ON LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY CLAIM UNDER THIS LIMITED WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED FOUNDATION WARRANTY, IN NO EVENT WILL LEESA 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 FOUNDATION 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 LEESA HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LEESA'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE FOUNDATION 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.

GOVERNING LAW

This limited Foundation Warranty will be governed by the laws of the Commonwealth of Virginia.

WARRANTOR: LEESA

Leesa Sleep, Inc.
3200 Pacific Ave, Suite 200
Virginia Beach, Virginia 23451

THREE YEAR LIMITED PILLOW WARRANTY

Who and What Does This Warranty Cover?

This Leesa Pillow is covered by a three (3) year limited warranty (the "Pillow Warranty"), which begins on the date of purchase, and is made available to pillows manufactured by Leesa Sleep, LLC ("Leesa") and that are purchased directly from Leesa or Leesa's authorized retailers (a "Pillow"). This Pillow Warranty gives you specific legal rights, and you may have other rights that vary from state to state.

Leesa warrants the Pillow, when sold to you in its original packaging, against confirmed defects in material and workmanship ("Defects"), as set forth below, for a period of three (3) years from the time your Pillow is purchased by you, provided the Pillow is only used normally for its intended purposes.

This limited Pillow Warranty only extends to the original purchaser of a Pillow. All Leesa warranties, including any implied warranties, are valid only for the first three (3) years the Pillow is owned by the original purchaser. The “original purchaser,” for the purposes of this Pillow Warranty, is the first purchaser of the Pillow from Leesa or a Leesa authorized retailer. Please retain a copy of your receipt as proof of purchase. All Leesa limited warranties are non-transferable. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation on implied warranties may not apply to you.

What Does This Warranty Not Cover?

This limited Pillow Warranty does not cover the following:

- Normal increases in softening and settling of materials, or any other normal wear and tear.
- Comfort preferences.
- 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.
- Any Pillow (whether manufactured by Leesa or not) sold by resellers or individual who are not authorized retailers.

What are Your Remedies Under the Warranty?

In the event of a confirmed Defect, Leesa’s sole and exclusive liability and your sole remedy under this limited Pillow Warranty will be, at Leesa’s option, to provide a replacement Pillow or to provide a refund, subject to your fulfillment of “How to Make a Claim” below. Refunds are based on the original purchase price and may be pro-rated by Leesa according to the remaining life of the Pillow Warranty. Refunds exclude shipping and handling charges discussed below.

How to Make a Claim.

In the event of a Defect and in order to get the benefit of this limited Pillow Warranty, you must return your Pillow to Leesa and provide Leesa with proof of the original date of purchase. Any transportation or shipping costs associated with any such repairs or replacements are purchaser’s responsibility. Should shipping costs be required to return your Pillow, you will not be responsible for those costs.] Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited Pillow Warranty. In the event of a Defect, Leesa will ship a replacement Pillow (if applicable) to you. To initiate a claim under this Pillow Warranty, please contact Leesa at 844-335-3372 or Support@Leesa.com to obtain a Returned Merchandise Authorization (“RMA”) number before shipping the Pillow. No returns will be accepted without an RMA number.

Except as otherwise provided herein, Leesa will not charge purchaser to repair or replace purchaser's Pillow if it is deemed defective during the length of this three (3) year Limited Warranty. Leesa reserves the right to confirm any Defect. No new warranty is provided on a replacement product. The warranty for the replacement product runs from the date of purchase of the original product. In connection with the replacement of a product under this Limited Warranty, if a purchaser elects to upgrade to a more expensive product, purchaser may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product, plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. Exchanges for items of lesser value are not allowed. In the event of an upgrade as described in this paragraph, a new limited warranty will be provided for the upgraded product and related additional sleep system pieces only.

DISCLAIMER, LIMITATION ON LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY CLAIM UNDER THIS LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED PILLOW WARRANTY, IN NO EVENT WILL LEESA 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 PILLOW 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 LEESA HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LEESA'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PILLOW 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.

GOVERNING LAW

This limited Pillow Warranty will be governed by the laws of the Commonwealth of Virginia.

WARRANTOR: LEESA

Leesa Sleep, Inc.
3200 Pacific Ave, Suite 200
Virginia Beach, Virginia 23451