



### **LIMITED WARRANTY**

This mattress and/or foundation is guaranteed to the original purchaser against structural defects (exclusive of the ticking cover) which are caused by the manufacturer with the following limitations:

1. Within the first year of purchase, the manufacturer, Capital Bedding, 5262 South Raymond Street, Verona, Ms. 38879, at its option, will either repair or replace said mattress and/or foundation without charge, except for transportation costs. Purchaser must have proof of purchase including information located on law labels.
2. After the first year, if the manufacturer determines that the mattress and/or foundation is defective, such defective article will either be repaired or replaced (at manufacturer's option) at 1/5 th of the 5 year warranty of the current replacement cost for each year from date of purchase.
3. This warranty will apply only if the mattress and/or foundation is in good condition. This warranty does not cover items such as, but not limited to:

#### **Mattresses:**

- Sold "as is" or floor samples
- Purchased second hand or from unauthorized dealers
- Comfort preference issues
- Fabric stains, burn marks, or soiling
- Body impressions that are not consistently greater than 1 ½"
- Sagging of the spring that is less than 1 ½"
- Damage determined to be from excessive abuse of the mattress, including storage on the side or end instead of flat
- Damage to mattress fabric including tears and intentionally removed stitching
- Change in Euro Visco mattress firmness and foam recovery as this is a natural occurrence over time
- Damage inflicted due to use of improper foundation or support

#### **Foundations:**

- Broken support boards
- Protruding staples
- Broken or torn non-skid material (top surface)
- Loose wood beams
- Damage inflicted due to lack of proper bed support

4. All service must be handled directly through the original dealer and not through the manufacturer. If service cannot be affected through the dealer, then the purchaser can notify the manufacturer, the manufacturer must then be given a reasonable time to remedy any defect and it is the responsibility of the purchaser to arrange and pay all transportation costs to and from the manufacturer.

5. This warranty is applicable only in the United States of America and any and all implied warranties pertaining to this mattress and/or foundation shall not exceed in duration the term of this limited warranty. No other warranties are expressed or implied.

6. Warranty on queen size (60" width) or king size (76" width) mattress and/or foundation will apply only when the foundation is used on a frame or bed rail that provides a rigid center support.

7. Warrantor is not responsible for any incidental or consequential damages resulting from the use of the warrantor's products.

8. Some states do not allow the exclusion or limitation of incidental or consequential damages nor do some states allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

9. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

