

JAMES & OWEN

• MATTRESSES •
QUALITY CRAFTED

L I M I T E D W A R R A N T Y

Congratulations. You have just purchased one of the finest sleep systems available, backed by one of the finest warranties available. At James & Owen, we make the mattress that makes you more comfortable, and that includes replacing or repairing any sleep set that fails to live to our high standards for quality materials and workmanship. Please take a few minutes to read over the limited warranty coverage below and the following pages. We strongly urge that you retain both this limited warranty card and your sales receipt for possible future reference and use.

Length of limited warranty

Your limited warranty protects you from the day you purchase your sleep set, and continues according to the "Schedule" found on this card. In the event that we repair or replace your mattress and/or foundation, this limited warranty continues your protection from the original date of purchase.

Limited warranty Coverage

This limited warranty covers the following items during normal wear including body impressions of 1 1/2 inches or greater, splits in the wood frame, broken, loose or defective beams or center support rail and/or unstapling of modules.

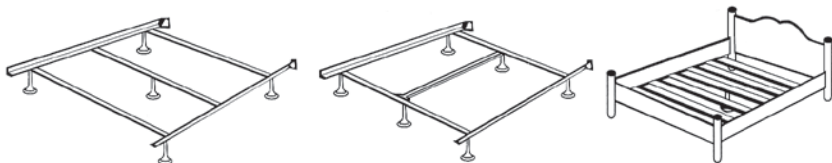
Limited warranty coverage applies only to the original purchaser of new bedding and excludes any floor model sold "as is."

ITEMS NOT COVERED

Items and damages not specifically listed in the “limited warranty Coverage” section are not covered, including, for example:

- Mattress fabric and handles
- Normal wear and tear
- Border wires, which run along the perimeter of the mattress and foundation, bent due to moving or bending the sleep set.
- Structural damage from using an improper bed frame. This limited warranty applies to queen and king size mattresses or foundations ONLY if they are used on an appropriate frame with a rigid centre sport having at least 5 legs or rigid centre sport with 5 hardwood cross-slats.
- Used bedding or bedding sold “as is” and floor models
- Corner guards
- Bed height.
- Comfort preferences.
- Burns, cuts or tears
- Vermin Infestation
- Body indentations less than 1 1/2 inches. Mattress damage due to an inappropriate foundation A mattress is designed for full performance when used in conjunction with a James & Owen appropriate foundation as part of a total sleep set.
- Replacement of another piece in the sleep set, unless such other piece is also defective.
- Mattress or foundation damage due to abuse.
- Transportation costs, inspection, or removal costs of product except in California.
- Claims made outside the 50 United States, District of Columbia, Puerto Rico or U.S. Virgin Islands.
- Damage incurred by transportation or delivery.
- Sheet fit.
- Stains

- Your mattress must be continuously supported by a James & Owen appropriate foundation, or equivalent, with an appropriate frame. The frame should include a rigid centre support with at least 5 legs or a rigid centre support with at least 5 hardwood cross slats for queen and king sets. (See illustration for clarification.) A rigid centre support is equal to a support that extends from the frame to the ground.
- A proper bed frame must continuously support the foundation. For king and queen sets, a rigid centre support with at least 5 legs or a rigid centre support with at least 5 hardwood cross slats is necessary. (See illustration for clarification)



Examples of Proper Bed Frames for Queen and King Size Bedding

Body impressions can be a normal occurrence in your new mattress, and indicates that the upholstery layers are conforming to your body’s individual contours. Do not attempt to sleep on the foundation or the non-sleep surface of the mattress as they are not made for that purpose.

We made every effort to be sure we manufacture our sleep sets with the finest materials available.

If, however, you do discover a defect in your new James & Owen mattress or foundation, simply contact the retail store where you purchased your sleep set.

If a defect that is covered occurs during the limited warranty period (which is described in the limited warranty schedule) James & Owen will repair or replace (at James & Owen’s option) the defective mattress and/or foundation within a reasonable period of time.

In order for this limited warranty to be valid, you must: **1. Be the original consumer purchaser, and have purchased the sleep set from one of our authorized dealers in Canada and United States. 2. Provide a copy of the original store receipt, or other proof of date, place of purchase and purchase price, and 3. Provide the law label from the defective product.**

If identical materials are not available at the time of product service, James & Owen reserves the right to substitute material of equal or higher value, or, at our option, provide a refund. You’ll be responsible for transportation costs of the product to and from the store or factory, as applicable.

Your limited warranty does not cover products found to be in an unsanitary condition or when the product failure is due to causes other than defective materials or workmanship. Please refer to the “Do’s & Don’ts of Bedding Care” section of this brochure for proper sleep set care.

EXCLUSIVE REMEDY/OTHER LIMITATIONS

ANY AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING ANY IMPLIED LIMITED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXCEED IN PURCHASE BY THE CONSUMER. THE SERVICE TERMS STATED IN THIS limited warranty SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF PRODUCT FAILURE DURING THE limited warranty PERIOD. James & Owen SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT OR INABILITY TO USE THIS PRODUCT, OR FOR THE BREACH OF THIS OR ANY OTHER EXPRESS OR IMPLIED limited warranty. James & Owen does not warrant that this product is suitable for any person's medical condition. James & Owen makes no limited warranty beyond what is contained in writing.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty is extended only to the original purchaser from James & Owen or its authorized dealers. James & Owen does not authorize any person to create for it any other obligation or liability in connection with this limited warranty.

SCHEDULE It's easy to determine the length of your limited warranty and its terms. Simply match the WC Code from the rear of the mattress with the same code on this WC schedule.

| LIMITED WARRANTY Code on Law Tag | Total Limited Warranty Period | Period for no-charge* repair or replacement | Calculation of charges for repair or replacement beyond no-charge* period. |
|----------------------------------|-------------------------------|---|---|
| M | 20 Years | 10 Years | |
| A | 10 Years | 10 Years | No-charge coverage during total limited warranty period.*** |
| B | 10 Years | 5 Years | Divide your dealer's current retail price** by ten, then multiply by the number of years since your purchase. Round to the nearest whole year.*** |
| C | 10 Years | 3 Years | |
| D | 10 Years | 1 Year | |
| E | 5 Years | 1 Year | |
| F | 1 Year | 1 Year | |
| G, J | 15 years | 15 years | |

James & Owen reserves the right to substitute material of equal value.

* Except you are responsible for transportation costs.

**If the James & Owen product purchased is no longer being manufactured, the current retail price will be determined by James & Owen from a comparable product. James & Owen has the sole discretion to determine which current retail price will be used.

***Your purchase is established from the date of your receipt.

****The limited warranty coverage is dependent upon the law tag still being present on the mattress when limited warranty coverage is sought. Below is a sample graphic depiction of the law tag you will find attached to your particular mattress

HOW TO FILE A CONSUMER LIMITED WARRANTY CLAIM:

- Contact us at www.JamesandOwen.com
- Ensure you have a copy of your original receipt
- Photograph the law tag

Visit: www.JamesandOwen.com

EXAMPLE LAW LABEL

If you remove white law tag from product, please attach here to save

UNDER PENALTY OF LAW THIS TAG NOT TO BE REMOVED EXCEPT BY THE CONSUMER

ALL NEW MATERIAL CONSISTING OF

REG. NO. PA 40773 (CD) PER. NO. PA 9830

Certification is made by the manufacturer that the materials in this article are described in accordance with law

MADE BY
Owen & Company Limited
51 Stone Ridge Road, Woodbridge,
Ontario, L4H 0A5, Canada

Date of Delivery _____
Finished size: ___x___ in. Net Wgt. Of Filling
Mat'l: ___lbs. ___oz.

MADE IN CANADA

DO'S AND DON'TS OF BEDDING CARE

DO

DO give your new sleep set time to “air” upon removal from its plastic packaging. Dispose of all plastic packaging as soon as possible.

DO keep your sleepset clean. We recommend using a mattress pad. Bodily fluids such as perspiration will cause wear and void the limited warranty.

DO replace the old foundation when purchasing a new mattress. An old foundation may not provide sufficient support. It may appear that your new mattress is sagging when it is really the foundation, which supports the entire mattress.

DO use an appropriate frame and centre support for queen and king-size sets. Using the right support frame will ensure your limited warranty remains in effect.

Do keep your retail receipt in a safe place.

Do rotate your mattress every 3 months to ensure even wear.

Do use a water resistant pad or cover to minimize the possibility of stain damage to your new mattress.

Notably, such stains invalidate this Limited Warranty.

DON'T

DO NOT SMOKE IN BED OR USE OPEN FLAMES (e.g. candles, lighters, matches) ON OR NEAR YOUR BED. Although your new James & Owen meets the requirements of the Federal Flammability Standard, 16 CFR 1633, when it is used alone or with the foundation(s) specified on the 16 CFR 1633 law tag attached to our mattress, it is not fireproof. In addition, sheets, blankets and other bedding can ignite and burn rapidly when exposed to open flames.

(NOTE: JAMES & OWEN SLEEP SYSTEMS adhere to all U.S. flammability requirements)

DON'T let anyone stand or jump on your mattress. It was not built for that kind of weight concentration or abuse.

DON'T allow your mattress to get wet because some upholstery materials may compress. Protect it from water or other liquids.

DON'T place a board between your mattress and foundation. *Your sleep set is designed specifically to provide you with proper support, and the foundation plays an important role.*

DON'T use dry cleaning fluid of any type on your mattress. *These chemicals will damage some of the construction materials and void your warranty.*

DON'T remove the law tag label at the end of your mattress. This serves as a means of identification to establish your warranty rights.

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