

MRP 78767

Claim Procedure Continued

Ashley is not responsible for scheduling or the cost of transporting the product from your home to the retailer or from the retailer to your home. You must make those arrangements with the retailer. If the retailer you purchased from has closed and you need service, contact Ashley in writing or call our Customer Service number for instructions.

Ashley Furniture Industries, Inc.
Warranty and Retailer Information
One Ashley Way
Arcadia, WI 54612
(800) 477-2222

Caution

The power foundation has many moving parts. Caution must be used in operation. Children should not be allowed to play on or operate the power foundation. Always leave the power foundation in the flat position, and keep hands, fingers, and body parts away from the mechanism.

Ashley reserves the right to refuse service and invalidate these Limited Warranties when, upon inspection, the Ashley mattress or Ashley foundation is found to be in an unsanitary condition or when product failure is due to causes other than defective workmanship or materials. Please refer to the "Mattress & Foundation Care Instructions" section of this Limited Warranty for proper mattress and foundation care.

MATTRESS & FOUNDATION CARE INSTRUCTIONS

DO

Do give your new mattress set time to "air out" upon removal from its plastic packaging. Dispose of all plastic packaging as soon as possible.

Do carry your mattress flat on its side. It is easier to handle and you'll be less likely to damage the mattress.

Do keep your bedding clean. We suggest using a mattress pad or mattress protector especially if children use the bed.

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 center support for queen- and king-size sets. Using the right support frame will ensure that your warranty remains in effect.

Do allow your memory foam mattress to warm to room temperature. The memory foam is temperature sensitive and will soften when it is warm.

** The covers on some Ashley mattress models are removable for washing if it is absolutely necessary. We recommend a cold temperature setting for machine washing and a cool setting for machine drying; air drying is recommended.

DON'T

DON'T PLACE YOUR MATTRESS NEAR OPEN FLAME OR EXPOSE TO FIRE. THIS MATTRESS IS NOT FLAME OR FIREPROOF AND CAN IGNITE AND/OR BURN IF EXPOSED TO OPEN FLAME OR FIRE. WHEN IGNITED SOME BEDDING MATERIAL CAN BURN RAPIDLY AND EMIT SMOKE AND HAZARDOUS GASES.

Don't smoke in bed. This mattress is manufactured as required by Federal law to resist, but not necessarily eliminate, ignition by smoldering cigarettes.

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

Don't allow your mattress to get wet because some of the upholstery materials may compress. Protect it from water or other liquids.

Don't remove the law label or tag at the end of your mattress. This label serves as a means of identification to establish your right to the Limited Warranty.

Don't use dry cleaning fluid of any type on your mattress. These chemicals will damage some of the construction materials and will void the Limited Warranty.

Don't place pillow-top side of mattress on bottom.



LIMITED WARRANTIES

The following Limited Warranties are given to the original purchaser, subject to all the terms and conditions below. These Limited Warranties are non-transferable.

Ashley Furniture Industries, Inc. ("Ashley"), subject to all the limitations and exclusions described in these Limited Warranties, warrants the following products and parts against material manufacturing defects for the duration set forth next to that product or part in the table below:

Product or Part	Limited Warranty Duration*	Labor Coverage
Power Foundation Frame***	Limited Lifetime Warranty**	1 Year
Power Foundation Mechanism and Electrical Components	5 Year Limited Warranty	1 Year
Mattress***	10 Year Limited Warranty	1 Year
Foundation	10 Year Limited Warranty	1 Year

* Notwithstanding the Limited Warranty Duration in the table above, the Limited Warranty Duration for any product purchased for rental or for use under a rent-to-own program shall be for 1 Year from the date of purchase.

** As used in these Limited Warranties, "lifetime" means the normal useful life of the product under reasonable use.

*** Ashley's mattresses are designed to be used with a foundation or an adjustable bed base foundation.

Remedy

Under these Limited Warranties, Ashley's exclusive obligation during the applicable warranty period is to repair or replace, at its option upon examination by an authorized representative of Ashley, the applicable product or part not in conformity with these Limited Warranties. After 1 Year, the Power Foundation Frame and Power Foundation Mechanism and Electrical Components Limited Warranties cover replacement parts only. REFUNDS ARE NOT AVAILABLE. If within the warranty period, identical materials are unavailable at the time of repair or replacement, Ashley reserves the right to substitute materials of equal or better quality.

In addition, during the period of any applicable Labor Coverage, Ashley will pay reasonable and customary labor rates to repair or replace the defective parts (at Ashley's option) and shipping costs from the retailer to and from Ashley, at no charge to the original purchaser. After the expiration of the Labor Coverage or for all products or parts not covered by Labor Coverage, the original purchaser will be responsible for labor, packing, and all shipping and transportation costs.



Visit Us On The Web at www.ashleyfurniture.com

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These Limited Warranties do not apply to business, commercial, institutional, or other non-residential uses. These Limited Warranties do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) merchandise purchased "as is" or second-hand, (iii) merchandise purchased at a distress sale or a going-out-of-business sale, or (iv) merchandise purchased from a liquidator. All warranties, whether express or implied, cover only normal household usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, delivery, or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning, or care. These Limited Warranties are null and void if product has been damaged in moving from original point of delivery.

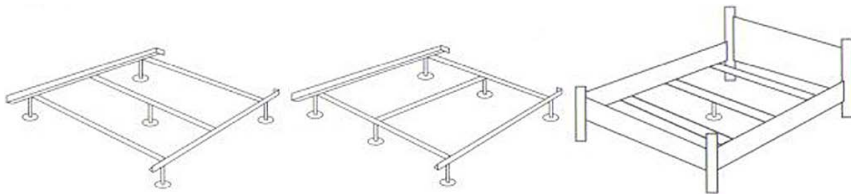
Modifications to Products

These Limited Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of Ashley.

Limitations and Exceptions

These Limited Warranties do not cover the following:

- Fabric stains, soiling, and burns.
- Border wires, which run along the perimeter of the mattress or foundation, that are bent due to moving or bending.
- Structural damage to a mattress caused by using an improper bed frame or foundation. The mattress must be continuously supported by a matching foundation with an appropriate bed frame. An appropriate bed frame must completely support the foundation. These Limited Warranties apply to queen and king mattresses and foundations only if they are used on an appropriate bed frame with a rigid center support having at least 5 legs and 3 cross slats.



- A mattress or foundation that is not defective.
- Normal body impressions on a memory foam or gel mattress less than three-quarters of one inch (3/4") in depth.
- Normal body impressions on an inner spring mattress less than one and one-half inches (1½") in depth.
- Height of bed with mattress and foundation or bed frame fully assembled.
- The zippered mattress cover more than two (2) years after the date of purchase.
- Comfort preference.
- Sheet fit.
- Transportation costs.

Implied Warranties

IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF THIS PRODUCT AND ITS PARTS UNDER STATE LAW, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DISCLAIMER

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ASHLEY WITH RESPECT TO THE PRODUCT AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT THEREOF. FURTHERMORE, NO REPRESENTATIVE OF ASHLEY OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES.

SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING BUT NOT LIMITED TO EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RETAILER OR THROUGH A THIRD-PARTY. ASHLEY SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY UNDER ANY CIRCUMSTANCES.

THE TERMS AND CONDITIONS STATED IN THESE LIMITED WARRANTIES SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A MANUFACTURING DEFECT DURING THE WARRANTY PERIOD. IN NO EVENT SHALL ASHLEY BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT.

IN NO EVENT SHALL ASHLEY'S RESPONSIBILITY BE OTHER THAN ITS SOLE OBLIGATION TO REPAIR OR REPLACE THE PRODUCT. IN NO EVENT SHALL ASHLEY'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS ASHLEY IS WILLING AND ABLE TO REPAIR OR REPLACE ANY PRODUCT FOUND, UPON EXAMINATION BY AN AUTHORIZED REPRESENTATIVE OF ASHLEY, TO CONTAIN A MATERIAL MANUFACTURING DEFECT DURING THE LIMITED WARRANTY PERIOD. Some states do not allow the exclusion or limitation of certain damages, so the above limitation or exclusion may not apply to you.

IF YOU USE AN INAPPROPRIATE FOUNDATION OR BOX SPRING WITH THIS MATTRESS, SUCH USE WILL VOID THESE LIMITED WARRANTIES. ASHLEY RESERVES ALL RIGHTS TO DISCONTINUE ITEMS AND CHANGE PRODUCT SPECIFICATIONS WITHOUT NOTICE.

Ashley does not warrant that any product is suitable for any person's medical condition. Ashley makes no warranty beyond that which is contained in these Limited Warranties.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Claim Procedure

If a problem arises which you feel is covered by these Limited Warranties, contact the Ashley authorized retailer from which you purchased the product. All claims must include the original bill of sale, the product serial number, and the law label (from the mattress and/or foundation) and be filed within the applicable warranty period, to satisfy the Limited Warranty requirements. Ashley may require you to provide proof of the quality of the foundation used with your mattress. If necessary, the retailer will contact Ashley to establish service. If the problem can be easily corrected, Ashley will authorize the retailer to make those repairs. Ashley reserves the right to require that defective parts be returned upon request.