

ADJUSTABLE BASE: 1-YEAR LIMITED WARRANTY

SIMMONS BEDDING COMPANY, LLC (“Simmons”) warrants this Beautyrest® Simple Motion™ Adjustable Base against defects in material and/or workmanship for the period specified below. The Limited Warranty begins on the date the adjustable base is delivered to the original purchaser. If defective in material or workmanship, your Beautyrest® Simple Motion™ Adjustable Base will be replaced, subject to the limitations described in this warranty.

1 YEAR-FULL REPLACEMENT

For one (1) year from the date on which the original purchaser took delivery of a new Beautyrest® Simple Motion™ Adjustable Base, Simmons will replace any adjustable base Simmons determines to be defective. The replacement Adjustable Base will be shipped to the original purchaser free of charge. To the extent that a remote control or retainer bar is defective, those parts will be replaced free of charge during the term of the limited warranty.

ADDITIONAL TERMS AND CONDITIONS

The limited warranty on your new Beautyrest® Simple Motion™ Adjustable Base does not cover normal wear and tear, accidents, abuse or neglect, or damage resulting from improper use, care, or storage. Use of this Adjustable Base in commercial, nonresidential settings voids this limited warranty. This limited warranty does not cover any mattress that is used with this Adjustable Base (refer to the warranty that was provided with your mattress).

This product is not rated to support weights in excess of 650 pounds inclusive of the mattress and bedding. The base will structurally support this weight, provided it is evenly distributed across the top surface of the bed base. The adjustable base is not designed to support or lift this amount in the head or foot sections alone. Exceeding this weight restriction or loading weight on the bed unevenly could damage the bed and/or cause injury and will void the warranty.

Replacement of the Beautyrest® Simple Motion™ or its components under the terms of this limited warranty will apply to the original warranty period and will not serve to extend such period.

The decision to replace a defective Beautyrest® Simple Motion™ Adjustable Base under this warranty shall be made, or cause to be made, by Simmons at its option and in its sole discretion.

This warranty expressly excludes merchandise that is sold AS-IS, distressed, floor model/sample or display model.

REPLACEMENT PURSUANT TO THE TERMS OF THIS LIMITED WARRANTY SHALL BE THE SOLE REMEDY OF THE PURCHASER. THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, SHALL NOT EXCEED THE TERM OF THIS LIMITED WARRANTY. ** SIMMONS SHALL NOT

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BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGE, CLAIM OF LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS WARRANTY THAT RESULT FROM THE USE OF YOUR BEAUTYREST® PRODUCT.*** NO EXPRESS OR IMPLIED WARRANTIES ARE EXTENDED TO PERSONS WHO PURCHASE THE PRODUCT FROM ANYONE OTHER THAN SIMMONS AND ITS AUTHORIZED RESELLERS AND ALL WARRANTIES TO SUCH PERSONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE HEREBY EXCLUDED. THIS LIMITED WARRANTY DOES NOT INCLUDE REIMBURSEMENT FOR INCONVENIENCE, REMOVAL, INSTALLATION, SETUP TIME, LOSS OF USE, OR ANY OTHER COSTS OR EXPENSES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or on how long an implied warranty lasts, so the above limitations or exclusions may not apply to every purchaser. This limited warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state. This warranty is valid in all states excluding Alaska, Hawaii, U.S. Virgin Islands, and Puerto Rico. This warranty also excludes Canada. This warranty is valid only for the original purchaser of the product. An original purchaser is one who purchases the product directly from Simmons or an Authorized Dealer or Retailer of Simmons. If you are not the original purchaser of this product, you take it "as is" and "with all faults." We will require proof of purchase from you demonstrating that you are the original purchaser and eligible to make a valid claim under this warranty. This warranty begins on the "warranty commencement date" which is the date of delivery of a new Adjustable Base. If original proof of delivery is not provided by purchaser, Simmons reserves the right to determine if the unit is not covered by this warranty or to use the manufacturing date as the warranty commencement date.

If you experience any trouble with your Beautyrest® Simple Motion™ Adjustable Base during the warranty period, please consult the troubleshooting section of your Owner's Manual and Reference Guide. If problems persist after following these instructions, please call: 1-877-399-9397 or visit website at www.Beautyrest.com