

POLYCOUCH FOLDABLE MATTRESS LIMITED WARRANTY

THE POLYCOUCH MATTRESS LIMITED MATTRESS WARRANTY YOUR NEW POLYSLEEP POLYCOUCH IS COVERED BY A FIVE (5) YEAR LIMITED WARRANTY (THE “LIMITED POLYCOUCH MATTRESS WARRANTY”).

Your new Polycouch by Polysleep is covered by a **five (5) year limited mattress warranty** (the “Polycouch Limited Mattress Warranty”).

This Polycouch Limited Mattress Warranty applies only to the original consumer purchaser of any Polysleep mattress. The “original consumer purchaser,” for the purposes of this Limited Mattress Warranty, is the first purchaser of the Polycouch mattress from Polysleep Inc. (“Polysleep”) or from one of its authorized retailers in Canada. **Customers who purchased their mattress from an authorized retailer must submit any warranty claims directly to that retailer.**

You must provide a copy of your original receipt as proof of purchase or other evidence of the purchase date, place, and price. This Limited Mattress Warranty is non-transferable.

Polysleep warrants the Polycouch mattress, in its original packaging, against defects in materials and workmanship as described below (“Defects”) for a period of five (5) years from the date of purchase, provided it is used normally for its intended purpose — as an occasional mattress, in a well-ventilated room with controlled humidity.

A tolerance of ± 4 cm (1.5 in) may apply between the listed dimensions and the actual mattress size.

For five (5) years from the original purchase date, if your Polycouch mattress develops a defect covered under this Limited Mattress Warranty, we will offer a one-time repair or replacement. This includes all mattress components. No fees or deductibles apply.

THIS LIMITED MATTRESS WARRANTY COVERS:

- Deterioration resulting in a visible indentation in the Polycouch mattress greater than one (1) inch (2.5 cm) that is not associated with improper use.
Normal wear requires that the Polycouch mattress be used as an occasional sleeping surface, in a well-ventilated room with controlled humidity.
- Any physical flaw in the Polycouch that causes the foam to split or crack despite normal use and proper handling.
- Any defect in the assembly of the zipper or cover. Polysleep may decide, at its sole discretion, to repair or replace the cover supplied with the mattress.

THIS LIMITED MATTRESS WARRANTY DOES NOT COVER:

- A normal increase in the softness of the Polysleep foam that does not affect the “intended performance” of the Polycouch mattress.
- Personal comfort preferences or mattress height preferences.
- Physical abuse or damage to the structure or cover material, including but not limited to burns, cuts, tears, liquid damage, or stains, provided that such damage caused the defect.
- Damage caused by transport or handling after initial delivery.
- Damage to the mattress due to poor humidity control.
- Transportation or inspection costs.
- Any Polycouch mattress sold by unauthorized retailers.
- Polycouch mattresses sold “as is,” “floor samples,” or with any similar label indicating that the mattress is not “new” or was previously purchased or used by another consumer.

- Sheet fit or sizing issues.
- Damage to the mattress caused by removing the cover.
- Cleaning of the mattress cover in any manner other than as specified in the care instructions.

In the event of a defect, Polysleep's sole and exclusive liability and your sole remedy under this Limited Mattress Warranty shall be, at Polysleep's discretion, to provide a repaired or replacement mattress, subject to the fulfillment of your "Owner Responsibilities" below.

Unless otherwise stated, Polysleep will not charge the purchaser to repair or replace (at Polysleep's discretion) a defective mattress during the warranty period. All transportation costs associated with repairs or replacements are the responsibility of the purchaser.

The replacement product will remain covered under the original Polycouch Limited Mattress Warranty from the original purchase date. Warranty claims are valid only in the original country of delivery.

YOUR RESPONSIBILITIES AS A POLYSLEEP MATTRESS OWNER

If you observe a defect, contact Polysleep at the number provided at the end of this Polycouch Limited Mattress Warranty. During the warranty period, you must provide proof of purchase (including the purchase date) and be the original consumer purchaser. Evidence of the defect (photos required) and any claim must be sent to the address listed at the end of this document.

Polysleep reserves the right to verify your claim by sending a foam expert to inspect the mattress at your residence. To benefit from this Limited Mattress Warranty, you must return your Polycouch mattress or its cover to Polysleep during the warranty period.

If you purchased your mattress from an authorized retailer, you must contact that retailer directly for any warranty claims. Polysleep or the retailer has the right to verify your claim by sending an expert foam representative to inspect the mattress at your residence. To obtain the benefit of this Limited Mattress Warranty, you must return your mattress or mattress cover to Polysleep or the retailer within the duration of this Limited Mattress Warranty.

EXCHANGE POLICY

If a customer exchanged the mattress during the trial period from Polysleep or one of its authorized retailers, a new warranty will be issued for the exchanged mattress for the remaining duration of the original mattress's Limited Mattress Warranty.

STAINS AND CLEANLINESS

The warranty will be void if the mattress is returned with visible stains, soiling, or in any unhygienic condition. To maintain warranty validity, always use a protective mattress cover and follow recommended care guidelines.

REPLACEMENT OR REPAIR PROCESS

At Polysleep's or the authorized retailer's discretion, the defective mattress will either be repaired or replaced with an equivalent model. If the exact model is unavailable, Polysleep or the authorized retailer reserves the right to substitute a comparable mattress model of similar or higher quality.

DISCLAIMER AND LIMITATION OF LIABILITY

To the extent permitted by applicable law, the mattress is provided "as is," and this Polycouch Limited Mattress Warranty and any implied warranties are your exclusive warranties and replace all other express or implied warranties or conditions.

To the fullest extent permitted by law and except as provided in this Limited Mattress Warranty, Polysleep or its suppliers shall not be liable for the purchase of substitute products or for any other special, incidental, consequential, or indirect damages arising from the mattress or its use by you or any third party. Where applicable, Polysleep's total liability shall not exceed the purchase price paid for the Polycouch mattress.

GOVERNING LAW

This Limited Mattress Warranty shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada.

WARRANTOR

Polysleep Inc.

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