



# Lullaby Earth Limited Warranty

Congratulations on your purchase of a new Lullaby Earth™ kid mattress. The goal of our entire team is to use quality materials and employ the best workmanship in the construction of the product. If you have any valid warranty issue with your Lullaby Earth kids mattress, simply contact us at 1-855-4-LULLABY or [cs@lullabyearth.com](mailto:cs@lullabyearth.com) for instructions on how to claim your warranty.

**Who and what does this Limited Warranty cover?** This Limited Warranty is not transferable and only covers you if you are the original purchaser and owner of the Product and purchased it directly from Lullaby Earth or from an authorized dealer. This Warranty is limited to material defects caused by faulty components or workmanship in (the "Product"), whether it be a crib mattress, kids mattress, pad or accessory.

**How long does the coverage last?** For purchases of a kids mattress, this Warranty lasts for ten (10) years from the date of purchase. The first five (5) years are a full component repair or replacement warranty. The last five (5) years will be prorated based on a 60/10 percentage basis. Starting at the sixth (6<sup>th</sup>) year, you will receive a repair or replacement credit equal to 60% of the original component price. The credit will decrease by 10% each year for the following four (4) years. If the mattress is used in a commercial facility (e.g. hotel) then this Warranty is limited to five (5) years, non-prorated.

For purchases of a Lullaby Earth pad or mattress accessory, this Warranty lasts for one (1) year from the date of purchase as long as you are the original purchaser, owner and sole user of the Product.

**What will Lullaby Earth do?** If the mattress is used and cared for properly during the warranty period, yet it is shown to be defective due to its materials or workmanship, then we will, at our option, either: (a) repair or replace any defective or non-conforming goods; or (b) refund the portion of the purchase price relating to any defective or non-conforming goods.

**What is not covered by this Warranty?** This Warranty is limited to major defects that result from poor construction or workmanship or defective materials. Examples of defects include, but are not limited to, major unevenness in mattress dimensions.

Every Lullaby Earth mattress is individually constructed. As such, some degree of individualization of the finished product is an inherent part of that product. Defects that do not prevent reasonable continued use of the mattress are not considered to be defects. For example, surfaces may not be perfectly even, and corners may not be perfectly shaped or symmetrical. These are not considered to be defects.

This Warranty does not apply when, upon inspection, the mattress is found to be in an unsanitary condition, or when the product failure is due to a cause other than defective workmanship or materials.

This Warranty excludes: (a) minor imperfections and slight cosmetic flaws; (b) normal wear and tear; (c) tears, stains, soiling, burns, and discoloration that occur over time; (d) dampness or mold; (e) firmness preference or a change in comfort; (f) a naturally occurring aroma; and (g) Products that are sold second hand from third parties, "as is," or "floor models."

In addition, this Warranty does not cover conditions resulting from abusive handling, misuse, or neglect, and the following, if found upon inspection, will void your Warranty: (a) any unsanitary condition; (b) burns; (c) improper or inadequate return packaging; (d) missing law label; (e) folding or bending the Product; (f) jumping on the Product; (g) attempting to clean the Product in an inappropriate manner; and (h) improper storage of the Product (including storage in damp locations, areas infected with insects or rodents, or any other unprotected storage areas).

This Warranty does not cover shipping charges associated with returning the damaged Product or with shipping any replacement product.



**Additional limitations.** THIS WARRANTY DOES NOT COVER DAMAGES IN EXCESS OF THE PURCHASE PRICE THAT YOU PAID FOR YOUR PRODUCT. ADDITIONALLY, TO THE EXTENT PERMITTED UNDER STATE LAW, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED BY THIS WARRANTY. FOR COMMERCIAL AND ALL OTHER NON-CONSUMER USE THERE ARE NO WARRANTIES BEYOND THIS WARRANTY EXPRESSLY STATED ABOVE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY EXCLUDED. IF YOU ARE A CONSUMER WHO PURCHASED YOUR PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THE AFORESAID IMPLIED OR STATUTORY WARRANTIES ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY OR THE MINIMUM PERIOD PERMITTED BY LAW.

**How to make a claim under this Warranty.** To make a claim under this Warranty, send a brief written description of the problem, plus proof of purchase (such as a dated sales receipt) and the original law tags, postage prepaid, to Lullaby Earth at: 16925 Park Circle Drive, Chagrin Falls, Ohio 44023. For more information, please call 1-855-4-LULLABY, email [cs@lullabyearth.com](mailto:cs@lullabyearth.com), or visit [www.LullabyEarth.com](http://www.LullabyEarth.com).

**Your rights under state law.** Some states do not allow the exclusion or limitation of incidental or consequential damages in connection with the sale of consumer products, so the above limitation or exclusion of incidental or consequential damages may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**BINDING ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND LULLABY EARTH WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION**

**PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH LULLABY EARTH, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**

Any dispute, controversy or claim arising out of or related in any way to this Agreement or any services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the arbitration agency selected by Lullaby Earth (for example, the National Arbitration Mediation organization), in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of either one or three arbitrators, the number of which selected by Lullaby Earth, sitting in Geauga County, Ohio. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Ohio. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs, including attorney's fees, relating to the arbitration proceedings irrespective of its outcome. If there is a joint cost because of the arbitration, such as the arbitration fee, then the parties will equally split that cost. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

**Other terms and conditions.** Lullaby Earth makes no medical or health claims regarding its mattresses or other products. Allergies, discomfort, or other conditions, are not covered under this Warranty. Any questions or concerns regarding medical or health conditions should be addressed by a licensed physician.

