

WARRANTY

TEMPUR ERGO™ SMART Powered by Sleeptracker-AI®

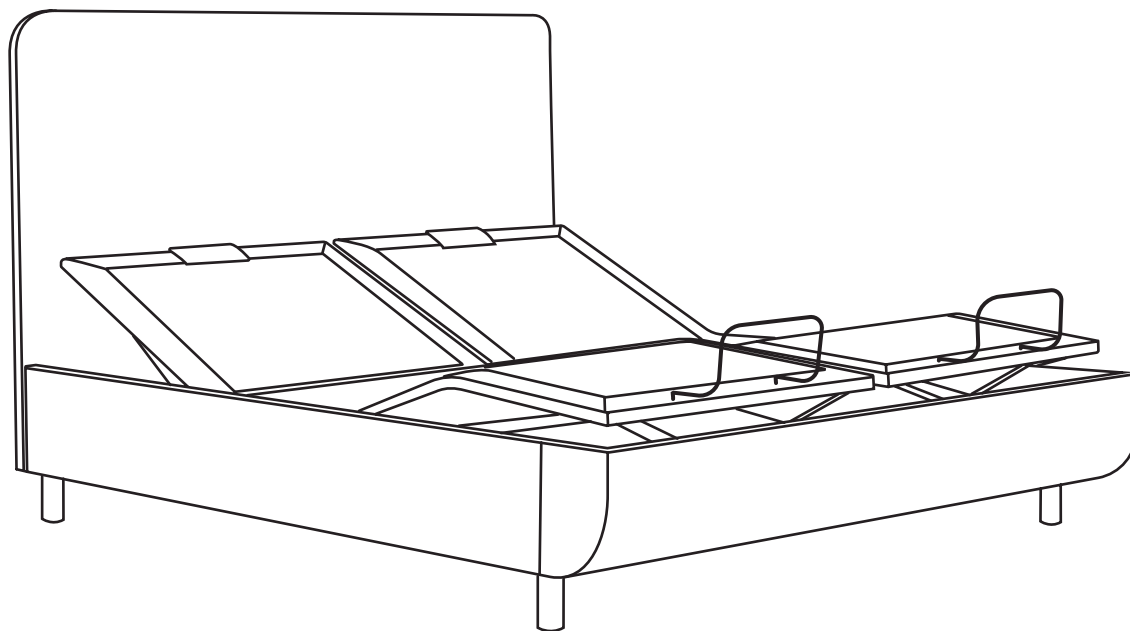


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TEMPUR ERGO™ SMART POWERED BY SLEEPTRACKER-AI® WARRANTY – GENERAL TERMS

This document sets out the terms and exclusions of the TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty for TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® products sold to consumers worldwide (excluding the USA and Canada).

The TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty is valid for products purchased by consumers anywhere in the world from TEMPUR® or an authorised retailer for personal use and not in the course of a business, trade, or profession.

WHO OFFERS THE TEMPUR ERGO™ SMART POWERED BY SLEEPTRACKER-AI® WARRANTY?

The Manufacturer of the TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® is Bed Factory Sweden OÜ, a company registered in Estonia under the company registration

number 11133916. Registered office address: Riia mnt 66 Viljandi 71009, Estonia. Bed Factory Sweden OÜ (the Manufacturer) is a subsidiary of Tempur-Sealy International, Inc.

WHAT'S COVERED?

We warrant that all new and genuine TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® products are free from material defects due to faulty workmanship or materials

for the applicable warranty period (see section – Warranty duration) unless the product is specifically excluded or an exclusion applies (see section - Exclusions).

WARRANTY DURATION

The TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty lasts for the periods set out in the table below, starting from the date of purchase (except where the product is an ex-display or demonstration model in which case the warranty starts from the date of manufacture).

- TEMPUR ARC™ outer frames and headboards – 10-year limited warranty
- TEMPUR ERGO™ SMART adjustable bed base – 10-year limited warranty
- Sleeptracker-AI® Monitor – 3-year limited warranty

Product parts	Product Warranty	What's covered?
TEMPUR ARC™ bed bases, outer frames, and headboards	10 years	<p>Material defects due to faulty workmanship or materials.</p> <p>During this time, we will, at our sole discretion, either repair or replace the defective product free of charge.</p> <p>We will refund the reasonable delivery cost of returning a defective product for repair or replacement so long as the claim is valid under the terms of this Warranty and the product is returned from an address within the same country as the product was purchased in. The repaired or replacement product will be delivered free of charge to an address within the same country in which the product was purchased. In all other circumstances, any delivery costs associated with any repairs or replacements are the Purchaser's responsibility. In the event of replacement, we will endeavor to provide a replacement product from the same line. However, if the product line has been discontinued or the product is otherwise not available, we reserve the right to provide a replacement product that, in our sole discretion, is similar to the defective product.</p>
TEMPUR ERGO™ SMART adjustable base	2 years	<p>Material defects due to faulty workmanship or materials. During this time, we will repair or replace, at no cost to the original Purchaser, any warranted part(s) found to be defective by us, in our sole discretion. This includes all pre-authorized labor and transportation costs incurred with the repair or replacement of any part found to be defective. This warranty does not apply to floor models.</p>

Product parts	Product Warranty	What's covered?
Electrical and mechanical products parts	5 years	<p>Warranty on parts 3 to 5 years from the original purchase date, we will replace any part of the adjustable base found to be defective by us, for the original Purchaser. Our liability is limited to the replacement of the defective electrical/mechanical part(s) ONLY, with the Purchaser responsible for all service, installation, and transportation costs of said part(s). This warranty does not apply to floor models.</p> <p>Limited Warranty Notwithstanding the above, we offer a 10-year warranty from the original purchase date on mechanical base parts found to be defective on a limited basis for any defect in the workmanship or the materials in such mechanical base parts.</p>
Mechanical base parts	10 years	<p>For the purposes of this 10-year warranty, it specifically excludes the cover, actuator lift motors, massage motors, control box, remote controls, power supply, and all power supply cords. The Purchaser will pay 20% of the current list price of the replacement part (please see tempur.com for the current price list) or of the entire adjustable base if deemed irreparable at our sole discretion, multiplied by the number of years after the fifth year from the original purchase date. Our liability shall be limited to the replacement of the defective part(s) ONLY, with the Purchaser responsible for all service, installation, and freight costs for said part. This warranty does not apply to floor models.</p>

Product parts	Product Warranty	What's covered?
Sleeptracker-AI® Monitor	3 years	<p>The Sleeptracker-AI® Monitor is warranted against defects in materials or workmanship for a period of 3 years from the date of purchase by the original Purchaser. This covers the functionality of the Sleeptracker-AI® Monitor for its normal, intended use and does not cover any fault or defect that has resulted from improper or unreasonable use or maintenance, or accidental damage.</p> <p>During this time, we will repair or replace, at no cost to you, any Sleeptracker-AI® Monitor part found to be defective, including any transport or inspection costs incurred as a result of the defect. The Sleeptracker-AI® Monitor parts that are covered are the sensor unit, processor unit, cables, and power adapter. This warranty does not cover claims related to the use of the Sleeptracker App, which are governed by separate Terms of Service, available in the App.</p>

The TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty is not renewed on the provision of a repaired or replaced product. In these circumstances, the TEMPUR

EXCLUSIONS

The TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty does not apply to the mattress. Please see the separate warranty terms at warranty.tempur.com.

The TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty does not apply where:

- the product has been purchased used, second hand or from anyone other than an authorized retailer or directly from TEMPUR®.
- the process for making a claim under the TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty (set out under the heading “How do you claim under the TEMPUR ERGO™ SMART Powered by Sleeptracker-AI®” below) has not been correctly followed.
- the product has been misused, or abused, or not been used and/or handled with due care and/or in accordance with the instructions of use, cleanliness and maintenance described in the User Manual.

ERGO™ SMART Powered by Sleeptracker-AI® Warranty will run for the remainder of the period starting from the original purchase or manufacture date, as applicable.

- the product has been deliberately damaged or damaged as a result of neglect, cuts, burns, flooding or any other improper use by you or by any third party.
- the product has been wet or soaked against our recommendations.
- the product is found to be very stained, soiled and/or otherwise unhygienic.
- the product has been altered or repaired without our prior permission, or where damage has been caused by repairs or parts that have been replaced by an unauthorized person.
- the defect is the result of normal wear and tear.
- the product has been overloaded or misused against the recommended weight restrictions.
- damage has been caused by the adjustable base being

mishandled (including during shipping), subjected to physical abuse or an improper power source, or damaged while not adhering to the User Manual and this Warranty.

- damaged mattresses, bedding cables, electrical cables or accessories have been supplied by dealers.

- modification of the adjustable base is made without our prior written consent.
- The product is used in any environment or a commercial setting, which was not intended.

WORKING WEIGHT LIMITS

According to our recommended use (sleeping, sitting and sitting on the edge), a weight restriction of up to a maximum of 150 kg (moving weight) over the whole bed surface per single bed base is admissible without restrictions.

Exceeding this weight restriction could damage the bed and/or cause injury and will void the warranty.

HOW DO YOU CLAIM UNDER THE TEMPUR ERGO™ SMART POWERED BY SLEEPTRACKER-AI®?

To claim under the TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty you must:

- contact your local TEMPUR® customer services team. Please visit tempur.com for customer service contact details.

- present the original invoice or sales receipt as evidence of the purchase.
- If requested, return the product as directed by TEMPUR®. If it is determined that the claim is valid in accordance with the terms of this TEMPUR ERGO™ SMART Powered

by Sleeptracker-AI® Warranty, you will be refunded the reasonable delivery costs for returning the defective product, so long as the product has been returned from

an address within the same country as you purchased it in.

LIABILITY TO YOU

Liability under the TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty is limited to the cost of repair and/or replacement of the product. Accordingly, the Warranty does not cover any other liability for loss or damage, howsoever caused, arising out of the purchase, possession, sale, or use of the product. However, the Warranty does not exclude or limit in any way liability for

death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.

The products are only sold for domestic and private use. There is no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

YOUR LEGAL RIGHTS

The TEMPUR ERGO™ SMART Powered by Sleeptracker-AI® Warranty does not affect a consumer's statutory rights under applicable law but aims to enhance the consumer's rights where applicable. For warranty claims, please contact your local TEMPUR® Customer Service team – for details, please visit tempur.com

If you have any issues with your adjustable base within the warranty period, please refer back to the instructions in this User Manual. If your issues persist, please call your local TEMPUR® customer service.

declaration of conformity

The manufacturer, Osaühing Bed Factory Sweden, a subsidiary of Tempur Sealy International, Inc. registered in Riia 66, EE-71009 Viljandi, Estonia, declare that the following products, **TEMPUR ARC™ beds with TEMPUR ERGO™ SMART Powered by Sleeptracker-AI®** adjustable bed bases as delivered, are in conformity with the requirements of the following EU directives and standards:

Directives/Standards	Subject
Directive 2006/42/EC	Machinery
Directive 2011/65/EU	RoHS
Directive 2014/35/EU	LVD (Low Voltage Directive)
Directive 2014/53/EU	RED (Radio Equipment Directive)
Directive 2014/30/EU	EMC (Electromagnetic Compatibility)
Directive 2009/125/EC	Ecodesign
Standard ISO 19833:2018	Furniture - Beds - Test methods for the determination of stability, strength, and durability
Standard EN 13759:2012	Furniture. Operating mechanisms for seating and sofa-beds. Test methods
Partial conformity with following standards	Subject
Standard EN1725:1998	Domestic furniture. Beds and mattresses. Safety requirements and test methods

This declaration of conformity is issued under the sole responsibility of the manufacturer.

Signed for and on behalf of:
Osaühing Bed Factory Sweden,
A subsidiary of Tempur Sealy
International, Inc. Riia 66,
EE-71009 Viljandi, Estonia

Date: 10.10.2023



Indrek Aasna — Managing Director



Renel Pakkas — Controller