

# 1 YEAR, 2 YEAR AND 20 YEAR LIMITED WARRANTY

## Adjustable Bases

Innova Sleep Products, Inc. ("Innova") warrants this adjustable bed to the consumer who is the original purchaser (the "purchaser"), subject to the terms and conditions set forth herein. This warranty begins on the "warranty commencement date" which is the date of purchase for new unused beds and the date of manufacture for beds that have been used as floor or display models. Thus, on a floor model bed, the warranty is a portion of the limited 20 year warranty.

### FULL 1 YEAR WARRANTY

This adjustable bed is warranted against defects in the workmanship or materials for a period of one (1) year from the warranty commencement date. Upon notice during the first year after the warranty commencement date, Innova will repair or replace (at no cost to the purchaser) any defective adjustable bed part, and INNOVA will pay all authorized labor and transportation costs associated with the repair or replacement of any parts found to be defective. When the adjustable bed at hand is found to be DAMAGED, not DEFECTIVE, all costs incurred to inspect and/or correct the requested issue will be the financial responsibility of the requesting party.

### 2 YEAR LIMITED WARRANTY

During the second year from the warranty commencement date, upon receipt of written notice, INNOVA will replace any adjustable bed part found to be defective. Purchaser shall pay all service and transportation costs related to the replacement of the defective part. This limited two (2) year warranty shall not apply unless the defective part is returned to INNOVA and INNOVA receive all service and transportation cost.

### 20 YEAR LIMITED WARRANTY

Upon written notice during the third year through the lifetime from the warranty commencement date, INNOVA will replace, upon term and conditions set forth in this paragraph, any mechanical bed part found to be defective. Electronics, electrical components, drive motors and massage motors are excluded. This limited warranty shall not apply unless the defective part is returned to INNOVA and In years 3 - 20 years, purchaser shall pay all service and transportation costs related to the replacement of the defective part and required to pay 1/20 of the current replacement cost of the parts times the number of year used. INNOVA receive all service, transportation and replacement cost.

### ADDITIONAL TERMS AND CONDITIONS

This warranty does not apply; (a) to any damage caused by the purchaser; (b) if there has been any repair or replacement of adjustable bed parts by an unauthorized person; (c) if the adjustable bed has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any manner inconsistent with the operation and maintenance procedures outlined in the Owner's Manual and this warranty; (d) to damage to mattresses, fabric, cables, electrical cords or items supplied by dealers. Contact the dealer for warranty information on these items; (e) if there has been any modification of the adjustable bed without prior written consent by Innova; (f) to costs for unnecessary service calls, including costs for in-home service calls solely for the purpose of education the consumer about the adjustable bed or finding an unsatisfactory power connection; (g) if the recommended weight restriction is not followed (refer to the advisory section of this manual), the warranty will be void. Repairs to or replacement of an adjustable bed 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 repair or to replace defective parts under this warranty shall be made, or cause to be made, by INNOVA at its option and in its sole discretion. Repair or replacement shall be the sole remedy of the purchaser. There shall be no liability on the part of Innova for any special, indirect, incidental, or consequential damages or for any other damage, claim, or loss not expressly covered by the terms of this warranty. This limited warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs of expenses, Innova and/or its service technicians shall not be responsible for moving furniture or any other items not attached to the adjustable bed in order to perform service on the adjustable bed. It is the sole responsibility of the purchaser to provide adequate space and accessibility to the adjustable bed. In the event that the technician is unable to perform service due to lack of accessibility, the service call will be billed to the purchaser and the service will have to be rescheduled. Innova makes no other warranty whether expressed or implied, and all implied warranties of merchant ability and fitness for a particular purpose are disclaimed by Innova and excluded from this agreement. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every purchaser. This 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 50 states, Puerto Rico, and Canada.