

## **Glideaway Comfort Base® Ten Year Limited Warranty** 1028.A

Glideaway Sleep Products (“Glideaway”) warrants to the original consumer purchaser that the motorized bed frame, motorized bed foundation and adjustable bed (hereinafter referred to as “adjustable bed” or “adjustable beds”) are free from defects in workmanship and material as provided herein. To the extent permitted by law, this Limited Warranty is not transferable and coverage terminates if the original consumer purchaser (“purchaser”) sells or otherwise transfers the product.

### **If you wish to make a claim**

You must contact the Glideaway dealer from whom the product was purchased, or if not available, Glideaway 1 855 581-3095 within thirty days of discovery of the problem with the serial number and the original sale receipt which identifies the date of purchase. Any information or materials to be returned upon authorization should be sent to Glideaway at 8226 Lackland Road, St. Louis, MO 63114.

### **What we will do**

**Years 1-3: Full coverage parts and labor warranty** This adjustable bed is warranted against defects in the workmanship or materials for a period of up to three (3) years from the date of purchase for adjustable beds bought new and for up to three (3) years from the date of manufacture for those beds that were originally floor samples. Glideaway will send replacement parts (at no cost to the purchaser) for any defective adjustable bed part to the purchaser, and Glideaway will pay all pre-authorized labor and transportation costs associated with the repair or replacement of any parts which Glideaway determines to be defective. This three (3) year warranty shall not apply if purchaser does not return any and all defective parts to Glideaway within 15 days of purchaser’s receiving of replacement part(s).

**Years 4-10 Limited Warranty** If the defect occurs in the fourth through tenth year following purchase for adjustable beds bought new and following the date of manufacture for adjustable beds that were originally floor samples, Glideaway will offer replacement parts (upon terms and conditions set forth in this paragraph) for any mechanical adjustable bed part found to be defective. Electronics, electrical components, and motors are excluded. Purchaser shall pay 1/10<sup>th</sup> of the then current replacement cost of the defective part multiplied by the number of years the purchaser has owned the adjustable bed for those beds bought new or multiplied by the number of years since the adjustable bed was manufactured for those adjustable beds which were floor samples. Glideaway shall bear the remainder of the cost of the replacement part. This limited warranty shall not apply if purchaser does not return any and all defective parts to Glideaway within 15 days of purchaser’s receipt of replacement part. To the extent permitted by law, the purchaser shall bear all service, transportation, labor and shipping costs related to the delivery and/or replacement of the defective part.

### **This limited warranty does not cover or apply to**

This Limited Warranty does not apply: (a) to any damage caused to the adjustable bed by the purchaser; (b) if there has been any unauthorized repair or replacement of the adjustable bed or parts; (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 way inconsistent with the operation and maintenance procedures outlined in the Owner’s Manual, this limited warranty, and any other applicable document published or approved by Glideaway; (d) in relation to damage to mattresses, fabric, cables, electrical cords or items supplied by dealers (also known as retailers or resellers); (e) if there has been any unnecessary service calls, including costs for in-home service calls solely for the purpose of educating the purchaser about the adjustable bed and/or for finding an unsatisfactory power connection; (f) if the recommended weight restrictions (Twin/TXL/Split Queen/Split CA King: 400 pounds/ 181 kilograms, Full/FXL Queen\*\*: 500 Pounds/ 227 kilograms, Queen\*\*: 600 Pounds/ 272 kilograms) and guidelines for proper distribution of weight as stated in the Owner’s Manual are not

followed; (g) for adjustable beds used in commercial type settings, such as but not limited to dormitories, hotels and rentals.

\*\*See owner's manual for model specific information

### **Additional terms and conditions**

No reimbursement will be made to the purchaser for the inconvenience, removal, installation, setup time, lack of use, shipping, or any other costs or expenses not covered by this limited warranty. Glideaway holds no responsibility for in-home service on adjustable beds. Purchaser should contact their dealer for any terms and conditions relating to purchaser's in-home service if any.

Removal of product tag shall void warranty. The product tag has both the model and serial numbers, which serves as a means of identification to establish one's warranty rights. It is attached to the metal substructure visible when one lifts the head of the base.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESSED, IMPLIED OR LEGAL, ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NO ONE IS AUTHORIZED TO ASSUME OR UNDERTAKE FOR GLIDEAWAY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCT. GLIDEAWAY SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL OR ANY OTHER DAMAGES OF WHATEVER KIND, INCLUDING PERSONAL INJURIES OR DAMAGE TO PROPERTY, EXCEPT AS PROVIDED HEREIN.

This warranty is made by Glideaway and is not made by or on behalf of its distributors, retailers or any other party. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages or the exclusion of implied warranties or the limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. To the extent that the provisions of any applicable legislation expressly replaced, eliminate, amend, extend or prohibit any term or terms contained in this warranty, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.