

POSH+LAVISH WARRANTY

Mattress | Topper | Pillow Cover Laundry Instructions

If you choose to wash the cover on your mattress or topper, please follow these care instructions so the abundance of wool and all natural cotton in the cover will maintain its shape.

Hand wash only in Cold Water

Air Dry only

Do not machine wash

Do not wash in warm or hot water

Do not machine dry

Do not Dry Clean

Do not remove the tan FR barrier under the mattress cover

LIMITED WARRANTY

The following limited warranty is given by Posh+Lavish, LLC to the original retail purchaser of its mattresses, toppers, and foundations.

Posh+Lavish All-Latex Mattresses and "Latex+Memory Foam" Mattress Collections:

Posh+Lavish guarantees that your mattress will be replaced or repaired at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. The second ten (10) year period is the pro-rated portion and is detailed in the warranty schedule section of this document.

Posh+Lavish True PillowTops:

Posh+Lavish guarantees that your Topper will be replaced or repaired at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein. The second ten (10) year period is the pro-rated portion and is detailed in the warranty schedule section of this document.

Posh+Lavish Pocket Sprung Mattress Collections:

Posh+Lavish guarantees that your mattress will be replaced or repaired at our option without cost to you, should it be deemed defective because of faulty workmanship or structural defects during the first ten (10) years of the warranty, excluding specific limitations contained herein.

Posh+Lavish Pillows:

Posh+Lavish guarantees that your pillow will be replaced at our option without cost to you should it be deemed defective because of faulty workmanship or structural defects during the first one (1) year of the warranty, excluding specific limitation contained herein.

Limitations and Exceptions

This limited warranty does not apply to business, commercial, institutional, or other non-residential uses. This Limited Warranty does not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) merchandise purchased "as is" or second-hand, (iii) merchandise purchased at a distress sale or a going-out-of-business sale, (iv) merchandise purchased from a liquidator, or (v) merchandise obtained from a rental retailer.

This limited warranty does not cover the following:

Fabric stains, soiling, and burns

Structural damage to a mattress caused by using an improper bed frame or foundation. Appropriate foundations include **non-yielding solid surface foundations, adjustable foundations, platform beds and slat foundations with slats that are less than 3" apart**. The mattress must be continuously supported by a matching foundation with an appropriated bed frame. An appropriate bed frame must completely support the foundation. **This Limited Warranty applies to queen and king mattresses and foundations only if they are used on an appropriate bed frame with a rigid center support having at least 5 legs or 5 cross slats.**

A mattress or foundation that is not defective

Normal body impressions less than three quarters of one inch (3/4") in depth on Mattresses or Toppers. Normal head impressions less than one and one-half inch on pillows.

The zippered mattress cover more than thirty days after the date of purchase

Comfort preference

Sheet fit

Transportation costs No warranty, expressed or implied, applies to any condition resulting from misuse, abuse, delivery, or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning, or care. This Limited Warranty is null and void if merchandise has been damaged in moving from original point of delivery to you, the original retail purchaser.

1.

Disclaimer

ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF THIS MATTRESS OR FOUNDATION AND ITS PARTS UNDER STATE LAW, SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF POSH+LAVISH LLC WITH RESPECT TO THE MATTRESS OR FOUNDATION AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT THEREOF. FURTHERMORE, NO REPRESENTATIVE OF POSH+LAVISH LLC OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING BUT NOT LIMITED TO EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RETAILER OR THROUGH A THIRD PARTY. POSH+LAVISH LLC SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES BY ANY RETAILER OR THROUGH A THIRD PARTY.

THE TERMS AND CONDITIONS STATED IN THIS LIMITED WARRANTY SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A MANUFACTURING DEFECT DURING THE WARRANTY PERIOD. IN NO EVENT SHALL POSH+LAVISH LLC BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR TORT. IN NO EVENT SHALL THE RESPONSIBILITY OF POSH+LAVISH LLC BE OTHER THAN ITS SOLE OBLIGATION TO REPAIR OR REPLACE THE PRODUCT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS POSH+LAVISH IS WILLING AND ABLE TO REPAIR OR REPLACE ANY POSH+LAVISH MATTRESS OR POSH+LAVISH FOUNDATION FOUND, UPON EXAMINATION BY AN AUTHORIZED REPRESENTATIVE OF POSH+LAVISH TO CONTAIN A MATERIAL

MANUFACTURING DEFECT.

Posh+Lavish does not warrant that this product is suitable for any person's medical condition. Posh+Lavish makes no warranty beyond that which is contained in this Limited Warranty.

IF YOU USE AN INAPPROPRIATE FOUNDATION OR BOX SPRING WITH THIS MATTRESS, SUCH USE WILL VOID THIS LIMITED WARRANTY. POSH+LAVISH RESERVES ALL RIGHTS TO DISCONTINUE ITEMS AND CHANGE PRODUCT SPECIFICATIONS WITHOUT NOTICE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of certain damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Many of our mattresses have a 20 year limited warranty; the first 10 years offering free replacement, the following 10 years being prorated. To replace the mattress after 10 years, you would pay 1/20 of the price of the mattress for the each of the years between the purchase date and the warranty claim. As an example, if you paid \$2000 for your mattress, the proration fee would be the following;

Years 1-10: Free Product Replacement;

Year 11: \$1100; Year 12: \$1200; Year 13: \$1300; Year 14: \$1400;

Year 15: \$1500; Year 16: \$1600; Year 17: \$1700; Year 18: \$1800; Year 19: \$1900

Remedy

Under this Limited Warranty, Posh+Lavish's exclusive obligation during the applicable warranty period is to repair or replace, at its option, any Posh+Lavish mattress or Posh+Lavish foundation found, upon examination by an authorized representative of Posh+Lavish, to contain a material manufacturing defect. If within the warranty period, identical materials are unavailable at the time of repair or replacement, Posh+Lavish reserves the right to substitute materials of equal or better quality.

2.

Claim Procedure

If a problem arises which you feel is covered by this Limited Warranty, contact the Posh+Lavish authorized retailer from which you purchased your mattress. The original bill of sale and the law label from the defective product are necessary for the fulfillment of this Limited Warranty. Any claim for warranty service must be accompanied by the necessary information, and provided within the warranty period, to satisfy the Limited Warranty requirements. Posh+Lavish may require you to provide proof of the quality of the foundation used with your mattress. If necessary, the retailer will contact Posh+Lavish to establish service. If the problem can be easily corrected, Posh+Lavish will authorize the retailer to make those repairs. Posh+Lavish reserves the right to require that defective parts be returned upon request.

Posh+Lavish is not responsible for scheduling or the cost of transporting the product from your home to the retailer or from the retailer to your home. You must make those arrangements with the retailer. If the retailer you purchased the product from has closed and you need service, contact POSH+LAVISH in writing or call our customer service number for instructions.

Posh+Lavish, LLC. 11175 Cicero Dr. Suite 100 Atlanta, GA 30022, 1-855-POSHLAV

Caution

Posh+Lavish reserves the right to refuse service and invalidate this Limited Warranty when, upon inspection, the Posh+Lavish mattress or Posh+Lavish foundation is found to be in an unsanitary condition or when product failure is due to causes other than defective workmanship or materials. Please refer to the "Mattress & Foundation Care Instructions" section of this Limited Warranty for proper mattress and foundation care.

MATTRESS & FOUNDATION CARE INSTRUCTIONS

DO

Do give your mattress set time to “air out” upon removal from its plastic packaging. Dispose of all plastic packaging as soon as possible.

Do carry your mattress flat on its side. It’s easier to handle and you’ll be less likely to damage the mattress.

Do keep your bedding clean. We suggest using a mattress pad or mattress protector, especially if children will be using the bed.

Do replace the old foundation when purchasing a new mattress. An old foundation may not provide sufficient support. It may appear that your new mattress is sagging when it is really the foundation that supports the entire mattress.

Do use an appropriate frame and center support for queen and king size sets. Using the right support frame will ensure that your warranty remains in effect.

DON'T

DON'T PLACE YOUR MATTRESS NEAR OPEN FLAME OR EXPOSE TO FIRE. THIS MATTRESS IS NOT FLAME OR FIREPROOF, AND CAN IGNITE AND/OR BURN IF EXPOSED TO OPEN FLAME OR FIRE. WHEN IGNITED, SOME BEDDING MATERIAL CAN BURN RAPIDLY AND EMIT SMOKE AND HAZARDOUS GASES.

Don't smoke in bed. This mattress is manufactured as required by federal law to resist, but not necessarily eliminate, ignition by smoldering cigarettes.

Don't let anyone stand or jump on your mattress or foundation. It was not built for that kind of weight concentration or abuse.

Don't allow your mattress to get wet because some of the upholstery materials may compress. Protect it from water or other liquids.

Don't remove the law label or tag at the end of your mattress. This label serves as a means of identification to establish your right to the Limited Warranty.

Don't use dry cleaning fluid of any type on your mattress. These chemicals will damage some of the construction materials and will void the limited warranty.

The top covers on all Posh+Lavish Mattresses and toppers are removable for laundering if it is necessary. **We recommend washing in cold water in a sink or tub using a mild detergent. We recommend drying on a drying rack indoors. We do not recommend machine washing or machine drying. We do not recommend washing using hot or warm water. Machine drying or warm washing will shrink the cotton and wool and it will not fit back on and zip back on the mattress or topper.**

Additionally, do not remove the FR barrier that is wrapped around the mattress under the removable mattress cover. This tan cotton and wool fire retardant layer is not designed to be laundered and will shrink if removed from the mattress and cleaned.

Visit us on the web at www.poshandlavish.com

January 2017