

# Serta Motion Signature 25 Year Limited Warranty

## 1-Year Parts and Labor Warranty

Your Serta® Motion SIGNATURE™ adjustable base is warranted by the manufacturer against defects in materials or workmanship for a period of one year from the date of purchase to the original Purchaser. During such time, the manufacturer will repair or replace, at no cost to the original Purchaser any warranted part found to be defective by the manufacturer, in its sole discretion. This includes all pre-authorized labor and transportation costs incurred with the repair or replacement of any warranted part found to be defective. This warranty does not apply to Serta® Motion SIGNATURE™ adjustable base floor models. This one (1) year warranty does not apply if Purchaser does not return all defective parts to the manufacturer within 15 days of Purchaser's receipt of replacement part(s).

## 2-Year Motor Warranty

Your Serta® Motion SIGNATURE™ adjustable base linear actuators are warranted by the manufacturer against defects in materials or workmanship for a period of two (2) years from the date of purchase to the original Purchaser. During such time, the manufacturer will repair or replace, at no cost to the original Purchaser any warranted linear actuator found to be defective by the manufacturer, in its sole discretion. This includes all pre-authorized labor and transportation costs incurred with the repair or replacement of any warranted part found to be defective by the manufacturer, in its sole discretion. This warranty does not apply to Serta® Motion SIGNATURE™ adjustable base floor models. This two (2) year warranty does not apply if Purchaser does not return all defective parts to the manufacturer within 15 days of Purchaser's receipt of replacement part(s).

## Years 2 through 5 – Coverage of Parts Only

During Year 2 through 5 from the original purchase date, the manufacturer will replace any warranted part on the adjustable base found to be defective by the manufacturer, in its sole discretion, to the original Purchaser. The manufacturer's liability is limited to the replacement of the defective warranted electrical/mechanical part(s)\* ONLY with the original Purchaser responsible for all service, installation, handling, shipping, and transportation cost of said part(s) (except where prohibited by law). This warranty does not apply to Serta® Motion SIGNATURE™ adjustable base floor models. This warranty does not apply if Purchaser does not return all defective parts to the manufacturer within 15 days of Purchaser's receipt of replacement part(s).

## 25-Year Limited Warranty

During Year 6 through 25 from the original purchase date, the manufacturer will replace, within the terms and conditions set forth in this paragraph, any Serta® Motion SIGNATURE™ adjustable base mechanical part(s)\* found to be defective by the manufacturer, in its sole discretion to the original Purchaser.

Purchaser shall pay 1/20 of the current replacement cost of the defective part multiplied by the number of years after the fifth year, from the original purchase date. This warranty applies only to the replacement part(s); the Purchaser will be responsible for all service, installation, handling, shipping, and transportation cost of said part(s). Purchaser may also be subject to other charges for said part(s). The manufacturer's liability shall be limited to the replacement of the defective part(s) ONLY with the Purchaser responsible for all service, installation and freight cost for said part(s) (except where prohibited by law). This warranty does not apply to Serta® Motion SIGNATURE™ adjustable base floor models. This warranty does not apply if Purchaser does not return all defective parts to the manufacturer within 15 days of Purchaser's receipt of replacement part(s).

## 2-Year Floor Model Warranty

Your Serta® Motion SIGNATURE™ adjustable base floor model is warranted against defects in warranted electronic parts for a period of two (2) years from the date of purchase to the original Purchaser. During the first two (2) years the manufacturer will replace at no cost to the original Purchaser, any defective electronic part(s) determined to be defective by the manufacturer, in its sole discretion. The manufacturer's liability is limited to the replacement of the defective electronic part(s) ONLY with the Purchaser responsible for all service, installation, handling, shipping, and transportation cost of said part(s). This two (2) year warranty does not apply if Purchaser does not return all defective parts to the manufacturer within 15 days of Purchaser's receipt of replacement part(s).

\*Warranted Parts under this Motion SIGNATURE™ Warranty are as follows:

- a) Head/Foot Linear Actuator
- b) Massage Motors and Housing
- c) Control Box with Power Supply
- d) Remote Control
- e) Mounting Brackets
- f) Support Struts

## Additional Terms and Conditions:

This warranty does not include reimbursement for inconvenience, removal, part(s) installation, bed set up, loss of use, normal wear and tear, shipping or any other costs or expenses not expressly covered in this warranty. To the extent permitted by law, the determination of whether any part and/or workmanship is defective and the decision to repair and/or replace any defective parts under this Limited Warranty shall be made exclusively by the manufacturer in its sole and absolute discretion.

- A. Any damage resulting from any misuse or abuse caused by the Purchaser or any third party.
- B. Any damage caused by repairs or parts replacement by any unauthorized person(s).
- C. Damage caused if the adjustable base has been mishandled (including during shipping, transit, or by other means), subject to physical or electrical misuse or abuse, or by failing to adhere to the Owner's Manual and this warranty including the operation of the adjustable base in any way inconsistent with the operation and maintenance procedures in the Owner's Manual.
- D. Damaged mattresses, foundation cover(s), fabric(s), bedding cables, electrical cords or accessories supplied by dealers or any third party. Contact your dealer for warranty information on these items.
- E. Modification of the Serta® Motion SIGNATURE™ adjustable base without prior written consent by the manufacturer.
- F. Costs for unauthorized service calls for the purpose of educating the consumer about the Serta® Motion SIGNATURE™ adjustable base, locating proper functioning power outlets, or installing batteries.
- G. Damage if the recommended weight restrictions are exceeded.
- H. Damage if used in any environment or a commercial setting which was not intended.
- I. Damage to foam shroud, fabric cover, or wooden support by improper handling or misuse.

In addition, this warranty shall be void in the following circumstances:

The following exclusions/limitations are inapplicable to consumers residing in Québec:

OTHER THAN AS EXPRESSLY SET OUT HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, REPRESENTATIONS, CONDITIONS OR PROMISES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, STATUTE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED

BY APPLICABLE LAWS, ANY IMPLIED WARRANTIES (IF APPLICABLE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES, WHETHER OR NOT FORESEEABLE.

To the extent permitted by law, this warranty is not transferable and will automatically terminate if the original Purchaser sells or otherwise disposes of the Serta® Motion SIGNATURE™ adjustable base.

This warranty gives the Purchaser specific legal rights. Other rights, which vary from jurisdiction to jurisdiction, may exist. In addition, some jurisdictions do not allow (i) the exclusion of certain warranties, (ii) limitations on how long an implied warranty lasts and/or (iii) the exclusion or limitation of certain types of costs and/or damages, so the above limitations may not apply. This warranty is only valid in The United States, Canada and Puerto Rico. The laws of the Purchaser's state/province of residence shall govern this warranty.

REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY OF THE PURCHASER. THERE SHALL BE NO LIABILITY ON THE PART OF ASCION, L.L.C., AND ITS PARENTS, SUBSIDIARIES, DIVISIONS OR AFFILIATES 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.

To the extent permitted by law, this Limited Warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs or expenses. Where any term of this Limited Warranty is prohibited by local law, such term shall be null and void or shall be deemed modified so as to be consistent with local law, and, in either case, the remainder of this Limited Warranty shall remain in effect.

This product is not rated to support weights in excess of 850 pounds inclusive of the mattress and bedding. The base will structurally support this weight, provided it is evenly distributed across the top surface of the bed base. The adjustable base is not designed to support or lift this amount in the head or foot sections alone, and it is not designed to lift this amount of weight. The amount of weight the bed can lift without exceeding the safety shut-off threshold for the control box depends on distribution of weight and how well the mattress on top of the base bends with the adjustable base. Exceeding this weight restrictions or loading weight on the bed unevenly or using a mattress that is not designed to flex well with an adjustable bed could damage the bed and/or cause injury and will void the warranty.