Warranty for Adjusta-Flex 1000 Base

Boyd *Adjusta-Flex 1000* 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 for floor display models. Thus, on a floor model bed, the warranty is a portion of 5-year warranty. If original proof of purchase is not provided by purchaser, **Boyd** *Adjusta-Flex 1000* reserves the right to determine the frame is not covered by this warranty or to use the manufacturing date as the warranty commencement date.

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 from the warranty commencement date, **Boyd** *Adjusta-Flex 1000* will send replacement parts (at no cost to the purchaser) for any defective adjustable bed part to the purchaser, and **Boyd** *Adjusta-Flex 1000* will pay authorized labor and transportation cost associated with the repair or replacement of any parts **Boyd** *Adjusta-Flex 1000* determines to be defective. This one (1) year warranty shall not apply if purchaser does not return any and all defective parts to **Boyd** *Adjusta-Flex 1000* within 15 days of purchaser's receipt of replacement part.

4-YEAR LIMITED WARRANTY

Upon notice during the 2 through 5 years from the warranty commencement date, **Boyd** *Adjusta-Flex 1000* will offer replacement parts (upon terms and conditions set forth in this paragraph) for any mechanical bed part found to be defective. Electronics, electrical components, drive motors and massage motors are excluded. Purchaser shall pay 1/4th of the then current replacement cost of the defective part multiplied by the number of years after one (1) year from the warranty commencement date, and <u>Reseller</u> shall bear the remainder of the cost of the replacement part. This (4) year warranty shall not apply if purchaser does not return any and all defective parts to **Boyd** *Adjusta-Flex 1000* within 15 days of purchaser's receipt of replacement part. Purchaser shall bear all service, transportation, labor, and shipping cost related to the delivery and/ or replacement of the defective parts. After the 5th year, purchaser shall bear the entire cost of repair and replacement of all parts and materials, including labor and transportation.

ADDITIONAL TERMS AND CONDITIONS

This warranty does not apply; (a) to any damages caused by the purchaser; (b) if there has been any unauthorized repair or replacement of adjustable bed 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 warranty, and any other applicable document published or approved by **Boyd** *Adjusta-Flex 1000;* (d) to damage to mattress, fabric, cables, electrical cords, or items supplied by Resellers. Contact the Reseller or relevant party for warranty information on these items; (e) if there has been any unnecessary service calls, including cost for in-home service calls solely for the purpose of educating the consumer about the adjustable bed for finding an unsatisfactory power connection; (g) if the recommended weight restrictions are not followed (300lbs-Twin; 375-Full; 425lbs-Queen) the warranty will be void.

Repairs to or replacement of the 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 replace defective parts under this warranty shall be made, or case to be made, by **Boyd** *Adjusta-Flex 1000* 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 BOYD *ADJUSTA-FLEX 1000* 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 cost or expenses.

BOYD *ADJUSTA-FLEX 1000* MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WAR-RANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY BOYD *ADJUSTA-FLEX 1000* 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 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.

IF YOU EXPERIENCE ANY TROUBLE WITH YOUR BED FRAME DURING THE WARRANTY PERIOD, PLEASE CONSULT THE TROUBLESHOOTING GUIDE PROVIDED TO YOU WITH YOUR FRAME AND ONLINE (IF APPLICABLE), OR THE TROUBLE-SHOOTING VIDEO PROVIDED TO YOU ONLINE (IF APPLICABLE). IF PROBLEMS PERSIST AFTER FOLLOWING THESE INSTRUCTIONS; PLEASE CALL:

(314) 993-2693

PLEASE HAVE YOUR RECEIPT READY AND AVAILABLE.

THANK YOU AND ENJOY YOUR BOYD ADJUSTA-FLEX BED FRAME!