

Ashley Furniture Industries Limited Warranties

The following Limited Warranties are given only to the original retail purchaser, subject to all the terms and conditions below. These Limited Warranties are non-transferable:

Ashley Furniture Industries, Inc. (“Ashley”), subject to all the limitations and exclusions described in these Limited Warranties, warrants the following Ashley products and parts against material manufacturing defects for the duration set forth next to that product or part in the table below.

Product or Part	Limited Warranty Duration	Labor Coverage
Frames Used In Upholstered and Leather Products	<i>Limited Lifetime Warranty*</i>	1 Year
Springs and Webbed Seating System The metal spring systems are generally, sinuous, wire seat springs, and, where applicable, back springs. The Webbed Seating System is the webbing used to support the seating area.	<i>5 Year Limited Warranty</i>	1 Year
Recliner Mechanisms	<i>5 Year Limited Warranty</i>	1 Year
Sleeper Mechanism	<i>3 Year Limited Warranty</i>	1 Year
Sleeper Mattress**	<i>3 year Limited Warranty-Pro-rated</i>	1 year
Cushioning*** Including Unattached Cushioning which means each cushion core in an unattached (loose) seat cushion and Attached Cushion which means each cushion core in a seat cushion which is attached to the product	<i>1 Year Limited Warranty</i>	1 Year
Leather and Upholstery Fabric****	<i>1 Year Limited Warranty</i>	1 Year
Top of Bed Top of Bed means comforters, bed skirts, pillow shams, and any accent pillows included with a comforter set.	<i>30 days</i>	30 days
Finishes and all Other Furniture Products	<i>1 Year Limited Warranty</i>	1 Year

<p>Finishes and all Other Furniture Products means all finishes and other parts, components, and other furniture products not specifically included in the above Limited Warranties, including but not limited to dining room tables, chairs, occasional tables, beds, dressers, sleeper mattresses, marble tops, granite tops, desks, curio cabinets, china cabinets, buffets, entertainment centers, lamps, electrical components (other than light bulbs), recliner pull cords and handles incorporated into any furniture product.</p>		
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***As used in these Limited Warranties, “lifetime” means the normal useful life of the product under reasonable use.**

****After the first year of use, Ashley will replace the sleep mattress on the following prorated basis: more than 1 but less than 2 years of use, 90% of the cost of the replacement is covered; more than 2 years but less than 3 years of use, 80% of the cost of the replacement is covered.**

*****All seat cushion cores in both Unattached Cushioning and Attached Cushioning will soften with normal use and will conform to the shape of the user. This shall be considered normal wear, and shall not be considered a loss of resiliency or a material manufacturing defect.**

******The Leather and Upholstery Fabric Limited Warranty also includes seam slippage, cracking, and dye transfers. Leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather; these characteristics are in no way to be considered a defect. These Limited Warranties do not cover tears, flattening of nap, pilling, fading, or shrinking and is not valid when heavy soiling or abuse is evident. These Limited Warranties also do not cover protective finishes, velvets, and velvet types, since by their very nature, these fabrics are of soft texture and will crush, shade and mark more readily than most fabrics; these characteristics are in no way to be considered a defect.**

LIMITATIONS AND EXCEPTIONS

The following limitation and exceptions apply to the Limited Warranties:

Remedy

- Under these Limited Warranties, for all of its products other than an Unattached Cushion (as defined in the topical heading “Cushioning”), the sole liability of Ashley**

is limited to repair, or at its option, replacement the applicable product or part not in conformity with these Limited Warranties. **REFUNDS ARE NOT AVAILABLE.** If within the warranty period, identical materials are unavailable at the time of repair or replacement, Ashley reserves the right to substitute materials of equal or better quality. Replacement fabrics may vary in color from the original due to dye lot differences.

- In addition, during the period of any applicable Labor Coverage, Ashley will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts (at Ashley's option) and shipping costs from the retailer to and from Ashley, at no charge to the original retail purchaser. After the expiration of the Labor Coverage or for all products or parts not covered by Labor Coverage, the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs. The costs associated with transporting the furniture or parts from your home to the retailer or from the retailer to your home are excluded from all Limited Warranties.
- For Unattached Cushions with a material manufacturing defect, Ashley will replace the defective Unattached Cushion provided that the original retail purchaser during the warranty period (i) complies with the Claim Procedure set forth in these Limited Warranties and (ii) if requested by Ashley, returns the defective cushion core contained within an Unattached Cushion to Ashley Furniture Industries, Inc., Attn: Director of Quality, One Ashley Way, Arcadia, WI 54612. The remedy specified in this paragraph is Ashley's sole liability related to Unattached Cushions.
- Any item repaired or replaced under these Limited Warranties will be covered by the Limited Warranties for the remainder of the original warranty period only.

All Products

These Limited Warranties do not apply to (i) rented, business, commercial, institutional, or other non-residential uses, (ii) merchandise that was, at any time, used as a floor sample or display model, (iii) any merchandise purchased "as is" or second-hand, (iv) any merchandise purchased at a distress sale or a going-out-of business sale, (v) any merchandise purchased from a liquidator, or (vi) merchandise obtained from a rental retailer. All warranties, whether express or implied, cover only normal household usage. No warranty, express 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. These Limited Warranties are null and void if furniture has been moved from original point of delivery to consumer.

Chemical Treatments

These Limited Warranties do not cover damages or defects caused by use of chemical treatments or protective coatings on the finish, leather, or upholstered fabric by the retailer or the original retail purchaser, and any such chemical treatments or protective coatings voids all warranties of Ashley.

Leather, Upholstered Fabric and Finishes

The Limited Warranties on “Leather”, “Upholstered Fabric” and “Finishes and all Other Furniture Products” do not cover (i) damages resulting from excessive soiling, improper or unapproved cleaning methods, (ii) fading or other damages resulting from exposure to sunlight, (iii) damages resulting from household humidity, or (iv) damages resulting from any liquid, including but not limited to alcohol and water. CAUTION: Any use of improper or unapproved cleaning methods voids all warranties of Ashley.

Modifications to Products

These Limited Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of Ashley.

Implied Warranties

IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IMPOSED ON THE SALE OF THIS FURNITURE AND ITS PARTS UNDER STATE LAW, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

DISCLAIMER

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ASHLEY WITH RESPECT TO THE FURNITURE AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT OF THE FURNITURE AND ITS PARTS. FURTHERMORE, NO REPRESENTATIVE OF ASHLEY OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES.

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. ASHLEY SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY UNDER ANY CIRCUMSTANCES.

IN NO EVENT SHALL ASHLEY BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF USE, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT EVEN IF IT HAD REASON TO KNOW IN ADVANCE THAT SUCH DAMAGES WERE POSSIBLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL ASHLEY'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

CAUTION

Motion furniture (recliners, sleeper sofa, etc.) has many moving parts. Caution must be used in operation (opening, closing, etc.). Children should not be allowed to play on or operate motion furniture. Always leave recliners in an upright and closed position and keep hands and feet clear of mechanism. Only the occupant should operate it.

CLAIM PROCEDURE

To obtain warranty services, the original retail purchaser must comply with the requirements of this Claim Procedure.

Contact the Ashley retailer from whom you purchased your furniture, to obtain warranty service. All claims must include the original bill of sale, the product serial number, and be filed within the applicable warranty period. Ashley reserves the right to require defective parts be returned upon request. You must make arrangements with the retailer to schedule the transportation of the furniture or parts from your home to the retailer or from the retailer to your home. If the retailer from which you purchased the furniture has closed and you need service, contact Ashley in writing or call our Customer Service.

Ashley Warranty and Retailer Information

*Ashley Furniture Industries, Inc.
Attn: Consumer Affairs
One Ashley Way
Arcadia, WI 54612*

Customer Service Phone Number: 1-800-477-2222

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Ashley-Sleep® LIMITED WARRANTY

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The following Limited Warranties are given to the original purchaser, subject to all the terms and conditions below. These Limited Warranties are non-transferable.

Ashley Furniture Industries, Inc. (“Ashley”), subject to all the limitations and exclusions described in these Limited Warranties, warrants the following products and parts against material manufacturing defects for the duration set forth next to that product or part in the table below:

Product or Part	Limited Warranty Duration*	Labor Coverage
Power Base Frames, Electrical Components and Foundation Mechanisms***	3 Year Limited Warranty	3 Years
Mattress**	1 or 10 Year Limited Warranty	1 Year
Foundation	10 Year Limited Warranty	1 Year

*Notwithstanding the Limited Warranty Duration in the table above, the Limited Warranty Duration for any product purchased for rental or for use under a rent-to-own program shall be for 1 Year from the date of purchase.

**Mattresses: All innerspring and specialty mattresses carry ten year full warranty EXCEPT kids (memory foam, innerspring) and starter innerspring as designated

***Power Base Mechanisms include: motor, electrical wiring, all moving parts and remote control.

Remedy

Under these Limited Warranties, Ashley’s exclusive obligation during the applicable warranty period is to repair or replace, at its option, upon examination by an authorized representative of Ashley, the applicable product or part not in conformity with these Limited Warranties. After 1 Year, the Power Foundation Frame and Power Foundation Mechanism and Electrical Components Limited Warranties cover replacement parts only. REFUNDS ARE NOT AVAILABLE. If within the warranty period, identical materials are unavailable at the time of repair or replacement, Ashley reserves the right to substitute materials of equal or better quality.

In addition, during the period of any applicable Labor Coverage, Ashley will pay reasonable and customary labor rates to repair or replace the defective parts (at Ashley’s option) and shipping costs from the retailer to and from Ashley, at no charge to the original purchaser. After the expiration of the Labor Coverage or for all products or parts not covered by Labor Coverage, the original purchaser will be responsible for labor, packing, and all shipping and transportation costs.

Ashley 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 from has closed and you need service, contact Ashley in writing or call our Customer Service number for instructions.

Ashley Furniture Industries, Inc. Warranty and Retailer Information
One Ashley Way
Arcadia, WI 54612
(800) 477-2222

Caution

The power foundation has many moving parts. Caution must be used in operation. Children should not be allowed to play on or operate the power foundation. Always leave the power foundation in the flat position and keep hands, fingers and body parts away from the mechanism.

Ashley reserves the right to refuse service and invalidate these Limited Warranties when, upon inspection, the Ashley mattress or Ashley 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 new 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 use 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, which 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.

Do allow your memory foam mattress to warm to room temperature. The memory foam is temperature sensitive and will soften when it is warm

The covers on some Ashley mattress models are removable for washing if it is absolutely necessary. We recommend a cold temperature setting for machine washing and a cool setting for machine drying; air drying is recommended.

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.

Don't place pillow-top side of mattress on bottom.

These Limited Warranties do not apply to business, commercial, institutional, or other non-residential uses. These Limited Warranties do 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, or (iv) merchandise purchased from a liquidator. All warranties, whether express or implied, cover only normal household usage. No warranty, express 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. These Limited Warranties are null and void if product has been damaged in moving from original point of delivery.

Modifications to Products

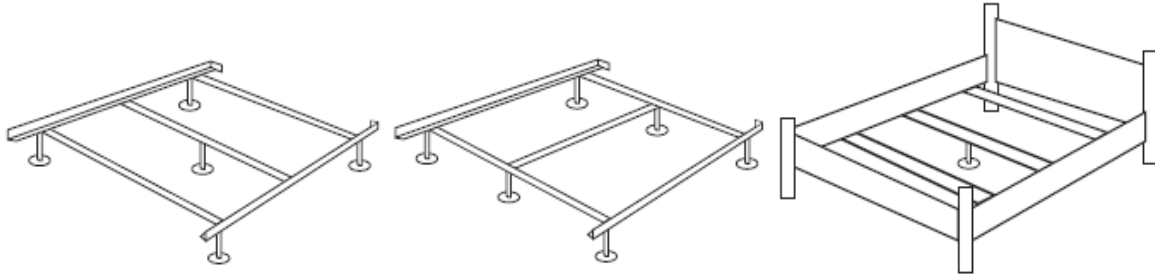
These Limited Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of Ashley.

Limitations and Exceptions

These Limited Warranties do not cover the following:

- Fabric stains, soiling and burns.
- Border wires, which run along the perimeter of the mattress or foundation, that are bent due to moving or bending.
- Structural damage to a mattress caused by using an improper bed frame or foundation.

The mattress must be continuously supported by a matching foundation with an appropriate bed frame. An appropriate bed frame must completely support the foundation. These Limited Warranties apply 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 and 3 cross slats.



- A mattress or foundation that is not defective.
- Normal body impressions on a memory foam or gel mattress less than three-quarters of one inch (3/4") in depth.
- Normal body impressions on an innerspring mattress less than one and one-half inches (1½") in depth.
- Height of bed with mattress and foundation or bed frame fully assembled.
- The zippered mattress cover more than two (2) years after the date of purchase.
- Comfort preference.
- Sheet fit.
- Transportation costs.

Implied Warranties

IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF THIS PRODUCT AND ITS PARTS UNDER STATE LAW, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DISCLAIMER

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ASHLEY WITH RESPECT TO THE PRODUCT AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT THEREOF. FURTHERMORE, NO REPRESENTATIVE OF ASHLEY OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES.

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. ASHLEY SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY

RETAILER OR THROUGH A THIRD-PARTY UNDER ANY CIRCUMSTANCES.

THE TERMS AND CONDITIONS STATED IN THESE LIMITED WARRANTIES SHALL BE THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A MANUFACTURING DEFECT DURING THE WARRANTY PERIOD. IN NO EVENT SHALL ASHLEY BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT.

IN NO EVENT SHALL ASHLEY'S RESPONSIBILITY BE OTHER THAN ITS SOLE OBLIGATION TO REPAIR OR REPLACE THE PRODUCT. IN NO EVENT SHALL ASHLEY'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS ASHLEY IS WILLING AND ABLE TO REPAIR OR REPLACE ANY PRODUCT FOUND, UPON EXAMINATION BY AN AUTHORIZED REPRESENTATIVE OF ASHLEY, TO CONTAIN A MATERIAL MANUFACTURING DEFECT DURING THE LIMITED WARRANTY PERIOD. Some states do not allow the exclusion or limitation of certain damages, so the above limitation or exclusion may not apply to you.

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

Ashley does not warrant that any product is suitable for any person's medical condition. Ashley makes no warranty beyond that which is contained in these Limited Warranties.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Claim Procedure

If a problem arises which you feel is covered by these Limited Warranties, contact the Ashley authorized retailer from which you purchased the product. All claims must include the original bill of sale, the product serial number, and the law label (from the mattress and/or foundation) and be filed within the applicable warranty period, to satisfy the Limited Warranty requirements. Ashley may require you to provide proof of the quality of the foundation used with your mattress. If necessary, the retailer will contact Ashley to establish service. If the problem can be easily corrected, Ashley will authorize the retailer to make those repairs. Ashley reserves the right to require that defective parts be returned upon request.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.