

10 Year Mattress Protector Limited Warranty - 27107

DEFINITIONS:

“Limited Warranty” means the Product Limited Warranty; “Mattress Protector” or “Product” means the BedGard Mattress Protector or the “Limited Warranty” and other protection and repair products or advice that We may provide; “Retailer” means the authorized Store, the entity selling You the Product; “Mattress” means the qualifying Mattress described below and delivered concurrently with Your purchase and receipt of the Product; the “Obligor”, “We”, “Our”, “Us” or “Service Center” means UNITERS North America, LLC. Our “Service Center” department is the administrator of the Limited Warranty and UNITERS North America, LLC is the distributor of the Mattress Protector(s) [P.O. Box 10909, West Palm Beach, FL 33419]; “You” or “Your” means the person or persons named on the sales receipt for the Mattress Protector and Mattress.

COVERED BY THIS WARRANTY

- BedGard Mattress Protector
- New residential Mattress (excludes box springs) purchased in conjunction with your BedGard Mattress Protector

COVERAGE

This “BedGard Product Limited Warranty” is effective for ten (10) years from the date you take delivery of the Mattress Protector and Your new Mattress purchased in conjunction with the Mattress Pad. We warrant that the new Mattress Protector exclusively distributed by UNITERS North America, LLC and used on the new Mattress is designed to resist stains and other damage and prevent stains to the new Mattress purchased in conjunction with the Mattress Protector subject to the terms and conditions set forth below.

WARRANTY COVERAGE INCLUDES

- (Mattress Protector MUST be used on Mattress in order to qualify)
- All accidental stains attributed to a single occurrence (excluding accumulation defined as a gradual buildup of dirt, dust, body oils and perspiration)
 - Construction of Mattress Protector/Pad

THE LIMITED WARRANTY

If your new Mattress covered by the Limited Warranty becomes stained as described above during normal RESIDENTIAL use and while protected by the BedGard Mattress Protector, the affected portion or the complete Mattress will be repaired or replaced with the same or, if no longer available, a similar mattress having an equal retail purchase price as the original affected Mattress, the warranty does not transfer to the mattress replaced under this Limited Warranty. Replacement of a Mattress is limited to “ONE TIME”, in order to have coverage on the replacement mattress a new Limited Warranty would need to be purchased. If the manufacturer’s warranty is in effect for the Mattress and covers the damage, the Limited Warranty will not supersede such warranty. Follow the instructions below on how to obtain service. This Limited Warranty covers staining and accidents only and does not cover soiling. Soiling is defined as a gradual buildup of dirt, dust, body oils and perspiration that cannot be attributed to a single occurrence.

THE SERVICE PROCESS FOR A BEDGARD MATTRESS PROTECTOR

- Service may include any or all of the following:
- If a stain occurs, machine wash and dry your BedGard Mattress Protector according to the use and care instructions on the BedGard Mattress Protector.
 - If the stain persists on your BedGard Mattress Protector or your BedGard Mattress Protector becomes damaged, **use the toll-free number (877) 368-2664 or go online at www.uniters.com within ten (10) days of occurrence** of the stain or damage to obtain professional advice. If the stain cannot be removed or the damage repaired, you will receive authorization to return your BedGard Mattress Protector and you will receive at no charge a replacement of the BedGard Mattress Protector.

THE SERVICE PROCESS FOR A NEW MATTRESS PURCHASED IN CONJUNCTION WITH A BEDGARD MATTRESS PROTECTOR

- Use the toll-free number (877) 368-2664 or go online at www.uniters.com within ten (10) days of occurrence of the stain or damage. Service may include any or all of the following:
- We will make every attempt to repair your product(s). Upon receiving a claim covered by this Limited Warranty we will provide repair advice and/or repair products at no charge, to aid in stain removal or repair of the damage.
 - If the stain persists, you may receive a no charge in-home visit by a professional technician. If the technician determines that stain removal must be made off-site, the Mattress will be removed and returned at no cost. If the Mattress is damaged beyond repair as a direct result of the failure of the Mattress Protector, and the claim is within the warranty period of the Limited Warranty, and all care instructions have been followed by You, We will replace with the same or, if no longer available, a similar mattress having an equal retail purchase price as the original affected Mattress.
 - You must have product available to the Technician for inspection and validation of the claim. If the Mattress has been discontinued, you may select a replacement Mattress at a price equal to or less than that of the original item. Service or replacement is limited to

- the original Mattress. Delivery charges may apply should the Mattress have been moved outside of the Retailer’s normal retail markets.
- Replacement Mattress selection(s) or merchandise credit(s) are only valid at a store operated by the original place of purchase; otherwise, We, will refund a pro-rated portion of the purchase price of the Limited Warranty. Replaced item(s) become the property of UNITERS North America, LLC.

HOW TO OBTAIN SERVICE

Use the toll-free number (877) 368-2664 or go online at www.uniters.com within ten (10) days of occurrence of the stain or damage. This Limited Warranty is not renewable or transferable and only the customer(s) shown on the original receipt are eligible for coverage. To obtain service you must provide all of the following:

- (i) The original receipt showing Consumer’s purchase of the BedGard Mattress Protector and the new residential Mattress,
- (ii) The original delivery date of the BedGard Mattress Protector and the new residential Mattress
- (iii) The date of occurrence of the stain or damage, and
- (iv) The cause and description of the stain or damage.

LIMITATIONS & EXCLUSIONS to this Limited Warranty include and are not limited to:

- Service or replacement is limited to the damaged Mattress Protector and Mattress (excludes box springs) only and the total value of such replacements is limited to \$10,000.00
- Any discoloration, damage, or Mattress not described herein
- Stains, discoloration, or damage caused by cleaning methods, improper laundering, or products not authorized by the original manufacturer or the Service Center
- Any costs or damage from repair and/or cleaning by anyone without written authorization from the Service Center
- Damage caused by gum
- Soiling from normal use or accumulation of stains, body oil, hair oil, perspiration, darkened areas where head and legs contact Mattress
- Non-color fast fabrics or dry clean only fabrics
- Separation of seams along Mattress seam lines
- Damage caused by pet beaks, claws, or teeth
- Odors
- Generalized or accumulated soiling, or wear and tear
- Any Mattresses sold “as-is,” used, and/or without manufacturer warranty and/or retailer’s warranty; Mattresses used as rental furniture or for commercial purposes or in-home day care businesses
- Any damage by Our products not used according to product instructions
- Service, maintenance, repair, or replacement necessitated by any loss of use or stain or damage resulting from any cause other than normal usage, such as, but not limited to, loss of use or stains or damage due to misuse, fraud, vandalism, abuse, collision with any other object, add-on products or accessories, attachments, corrosion, insect infestation, damage or stains caused by war, hostilities, terrorism, fire, flood, water damage, hurricanes, tornadoes, windstorm, hail, earthquake, smoke, or other heat source, exposure to the cold, theft, negligence, riot, or any other peril; Damage from transit, acts of God, misuse, abuse, or intentional acts
- Claims established under this Limited Warranty more than ten (10) days of occurrence of the stain or damage will void this Limited Warranty
- This product Warranty does not cover anything not specifically listed in the “Warranty Coverage” section of this Warranty
- failures that occur outside of the 50 states of the United States of America and the District of Columbia, or Canada.

IMPORTANT INFORMATION

If you do not cooperate with the reasonable requests of UNITERS North America, LLC, this Limited Warranty becomes void. A failure to exercise rights by UNITERS North America, LLC does not waive those rights. UNITERS North America, LLC does not assume responsibility for statements or damage by technicians, or any other person or entity. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect. Any controversy or claim for damages arising out of, or relating to this Limited Warranty, shall be settled by arbitration but specifically excludes class action arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof. THE OBLIGATIONS OF UNITERS North America, LLC UNDER THIS LIMITED WARRANTY ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING MATTRESS AND UNITERS North America, LLC DOES NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. Fraud results in higher costs to the consumer and is illegal. It is Our policy to deny service and/or prosecute individuals that submit fraudulent claims.

27107 (07/16)

This Plan is sold by UNITERS North America, LLC
P.O.Box 11355, West Palm Beach, FL 33419
(877) 368-2664

The sales receipt number is your
registration number
Please retain sales receipt

UNITERS
Service Center
(877) 368-2664

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