WARRANTY

Congratulations on the purchase of your revolutionary YuMe™ ClimateControl Sleep System! You have chosen a bed that combines the latest in mattress comfort and temperature control technology to deliver the ultimate sleeping experience. You and your partner can now each choose your own heat or cool settings for a personalized microclimate sleep environment.

To realize the full benefits of this warranty, it is recommended that the product be registered by completing the enclosed Warranty Registration Card. The product can also be registered online at www.microclimatesolutions.com

10 Year Limited Warranty

MicroClimate Solutions LLC ("MicroClimate Solutions") hereby gives the warranty set forth below to the original consumer purchaser (the "Purchaser") of this YuMe Climate Control Sleep System™ ("Unit"). This warranty begins on the "Warranty Commencement Date" which is either (A) the date of purchase for new, unused Units from MicroClimate Solutions or (B) the date of manufacture of Units that have been used by MicroClimate Solutions as floor or display models. If original proof of purchase is not provided by the Purchaser, MicroClimate Solutions reserves the right to determine if the Unit is covered by this warranty by any means it deems appropriate or to use the Unit manufacturing date as the Warranty Commencement Date. This warranty covers a 10-year period from the Warranty Commencement Date; however, this warranty provides different coverage over such 10-year period as described below and the Purchaser’s remedies are limited to those set forth below each warranty coverage period.

Full One Year Warranty

MicroClimate Solutions warrants the Unit against defects in workmanship or materials for a period of one (1) year from the Warranty Commencement Date (the “Full Warranty Period”). Upon written notice of defect received by MicroClimate Solutions from the Purchaser during the Full Warranty Period, MicroClimate Solutions will, at MicroClimate Solutions’s sole expense, (A) with respect to any defective part(s) that MicroClimate Solutions determines can be replaced without professional repair or installation, upon return of the defective part(s) from the Purchaser to MicroClimate Solutions at MicroClimate Solutions’s expense and in accordance with MicroClimate Solutions’s written instructions, deliver replacement part(s) to the Purchaser and (B) with respect to any defective part(s) that MicroClimate Solutions determines must be repaired or replaced by a professional, deliver any required replacement part(s) to a MicroClimate Solutions authorized repair center and pay for the labor associated with such repair or replacement.

Additional One Year Limited Warranty (Year 2)

MicroClimate Solutions further warrants the Unit against defects in workmanship or materials for the period beginning on the first day following the one year anniversary of the Warranty Commencement Date and continuing until the second anniversary of the Warranty Commencement Date (the “One Year Limited Warranty Period”). Upon written notice of defect received by MicroClimate Solutions from the Purchaser during the One Year Limited Warranty Period, MicroClimate Solutions will, upon return of the defective part(s) from the Purchaser to MicroClimate Solutions in accordance with MicroClimate Solutions’s written instructions, deliver replacement part(s) to the Purchaser; provided, however, that the Purchaser shall be responsible for all shipping costs associated with return of the defective part(s) and delivery of the replacement part(s) and MicroClimate Solutions shall not be responsible for any installation costs or other labor expense associated with any required repair or replacement.

Additional 8-Year Limited Warranty (Years 3-10)

MicroClimate Solutions further warrants the Unit against defects in workmanship or materials (excluding electronics, electrical components, fan motors or wiring) for the period beginning on the first day following the second year anniversary of the Warranty Commencement Date and continuing until the tenth anniversary of the Warranty Commencement Date (the “Eight Year Limited Warranty Period”). Upon written notice of covered defect received by MicroClimate Solutions from the Purchaser during the Eight Year Limited Warranty Period, MicroClimate Solutions will offer replacement part(s) to the Purchaser upon the following terms and conditions: Purchaser would be required to pay 1/7th of the then current replacement cost of the defective part(s) multiplied by
the number of fully completed years (as of the date MicroClimate Solutions received written notice of such defect) that have lapsed after the second anniversary of the Warranty Commencement Date and MicroClimate Solutions would be responsible for the remainder of the replacement cost. MicroClimate Solutions’s obligation with respect to replacement cost would be subject to return of the defective part(s) from the Purchaser to MicroClimate Solutions in accordance with MicroClimate Solutions’s written instructions and the Purchaser shall be responsible for all shipping costs associated with return of the defective part(s) and delivery of the replacement part(s) and MicroClimate Solutions shall not be responsible for any installation costs or other labor expense associated with any required repair or replacement.

Additional Terms and Conditions
This warranty does not apply; (a) to any damage caused by the Purchaser; (b) if there has been any unauthorized repair or replacement of the Unit or any of its parts; (c) if the unit 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 YuMe Climate Control Sleep System™ User Guide, this warranty, and any other applicable document published or approved by MicroClimate Solutions; or (d) abnormal use of the Unit (i.e., any use other than as a mattress); or (e) normal wear and tear. Repairs to or replacement of the YuMe Climate Control Sleep System 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 to replace defective parts under this warranty shall be made, or case to be made, by MicroClimate Solutions at its option and in its sole discretion.