

LIMITED WARRANTY:

For a Protect-A-Bed® mattress protector/encasement (the “Product”) purchased in the SA, Homestyle Textile cc (“Protect- A-Bed®”) warrants to the original end-user purchaser (“Purchaser”) of the Protect-A-Bed® mattress protector/encasement (the “Product”) that if the laminate or fabric of the Product fails as a result of a defect in manufacturing in the course of normal usage during the Warranty Period (as defined below), Protect-A-Bed® will replace the Product, provided the Purchaser complies with the conditions identified below: The “Warranty Period” shall mean the period commencing upon the date of purchase of the Product by the Purchaser and continuing (i) in the case of sales for HOUSEHOLD use (i.e., non-commercial use) for a period of FIVE years, and (ii) in the case of sales for COMMERCIAL use for a period of TWO year.

Please retain this warranty and original proof of purchase for at least FIVE years from your purchase date.

CONDITIONS TO WARRANTIES:

In addition, Protect-A-Bed®’s obligations under the foregoing warranties are subject to, and conditioned upon, the Purchaser’s compliance with the following conditions:

1. The Product must be laundered in accordance with the following laundering instructions and any other laundering instructions included in the documentation accompanying the Product: (A) Ensure that NO bleach or bleach alternative is used in the washing cycle; and (B) Dry in the dryer at a medium temperature together with towels and other linens (never dry alone in the dryer).
2. The Product must be inspected for damage after laundering, and use must be discontinued if damage is apparent.
3. The Product must not be subjected to abuse or improper installation or maintenance.
4. Any warranty claim must be submitted by contacting Protect-A-Bed® at the toll free telephone number listed below within 5 days after damage occurs for instructions to return the Product.
5. The Product must be returned to Protect-A-Bed® for inspection and validation in accordance with the instructions provided by Protect-A-Bed® when the claimant telephones Protect-A-Bed® as required above. **DO NOT RETURN THE DAMAGED PRODUCT TO A RETAILER FROM WHOM YOU PURCHASED IT.**
6. A purchase invoice/receipt from an authorized distributor/reseller must be presented to make a warranty claim.
7. The Protect-A-Bed® product code on the washing instruction label must be submitted to make a warranty claim.

DISCLAIMERS, LIMITATIONS AND EXCLUSIONS:

The foregoing express warranties are the sole warranties given by Protect-A-Bed®, and shall extend only to the Purchaser. FOR SALES TO ANY PURCHASER OTHER THAN A CONSUMER PURCHASING FOR HOUSEHOLD USE, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL PROTECT-A-BED® BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, EVEN IF PROTECT-A-BED® IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The remedies provided herein are the sole and exclusive remedies of the Purchaser and no one is authorized to assume or undertake for Protect-A-Bed® any other liability in connection with the sale of the Product. Some jurisdictions do not allow the disclaimers of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. In the event that the disclaimer of implied warranties is not applicable to you, then such implied warranties shall only remain in effect during the applicable Warranty Period. This warranty is non-transferable. This warranty shall be interpreted in accordance with the internal laws of South Africa, without regard to the provisions concerning the conflicts of laws.

Protect-A-Bed® reserves the right to revise the warranty it offers in connection with the sale of products from time to time. Accordingly, the warranties set forth in this certificate apply only to the Product accompanied by this warranty certificate.