

## **MATTRESS LIMITED LIFETIME WARRANTY**

For all Helix Mattresses purchased after 02/01/2025, your new Helix Mattress is covered by a limited lifetime warranty. This limited lifetime warranty gives you specific legal rights and covers all manufacturing defects. You may also have other rights, which vary from state to state. If you think you need to claim your warranty, please let us know! Please see below for additional details.

For all products purchased prior to 02/01/2025, please click [HERE](#) to access the terms of the warranty applicable to your product at the time of purchase.

### **Products Covered by This Limited Lifetime Warranty.**

This limited lifetime warranty ("Limited Lifetime Warranty") extends to mattresses manufactured by Brooklyn Bedding, LLC d/b/a Helix ("Helix") and purchased directly from Helix or Helix's authorized retailers. This Limited Lifetime Warranty includes the Helix Standard Mattress and Helix Kids Mattress ("Standard Mattress"), Helix Plus Mattresses ("Plus Mattresses"), the Helix Luxe Mattresses ("Luxe Mattress"), the Helix Elite Mattresses ("Elite Mattresses"), and the Birch and Birch Luxe Natural Mattresses which collectively will be referred to as "Mattresses" (plural) or "Mattress" (singular) unless otherwise noted. Some parts of this Limited Lifetime Warranty also extend to covers sold with Mattresses ("Mattress Covers"). Mattresses are designed to work on a firm, solid-surface, on a bed base that is structurally capable of supporting the weight of the Mattress and user(s).

### **Who This Limited Lifetime Warranty Extends To.**

This Limited Lifetime Warranty extends to the original purchaser of any Mattress who is located in the United States (not including US territories) or Canada. This Limited Lifetime Warranty is valid only for the period of time the Mattress is owned by the original purchaser of the Mattress. The "Original Purchaser" or "you", for the purposes of this Limited Lifetime Warranty, is the first purchaser of the Mattress from Helix or a Helix authorized retailer. PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All Helix warranties are not transferable.

### **Helix's Limited Lifetime Warranty and Responsibilities.**

Helix warrants the Mattress in its original packaging against the defects in material and workmanship set forth below ("Defects") for the full period of the Original Purchaser's ownership and use, from the time the Mattress is purchased by the Original Purchaser (the "Original Purchase Date"), and when the Mattress is used normally for its intended purposes.

## **YEARS 1-10: NON-PRORATED COVERAGE**

For the first 10 years from the Original Purchase Date, the Mattress is warranted against non-excluded defects in the workmanship or materials. During this time, Helix will repair or replace any defective Mattress at no cost to the Original Purchaser.

## **YEARS 11-END OF OWNERSHP: PRORATED COVERAGE**

From year 11 through the remainder of the period of the Original Purchaser's ownership and use, Helix will replace the Mattress at a prorated charge to the Original Purchaser. The prorated replacement charge will depend on the year the Mattress is replaced.

During years 11-15 of the Limited Lifetime Warranty, the prorated replacement charge the Original Purchaser will pay will be fifty (50) percent of the then current retail price of the same model and size as the original Mattress purchased.

During years 16-20 of the Limited Lifetime Warranty, the prorated replacement charge the Original Purchaser will pay will be sixty (60) percent of the then current retail price of the same model and size as the original Mattress purchased.

From year 21 through the remainder of the period of the Original Purchaser's ownership and use of the Mattress, the prorated replacement charge the Original Purchaser will pay will be seventy-five (75) percent of the then current retail price of the same model and size as the original Mattress purchased.

Any replacement will be of the same model and size as the original Mattress purchased. In no event will a substitution model be used as a replacement except in the case of a discontinued Mattress. In this event, a Mattress of like build and design, at Helix's discretion, will be used as a replacement for the defective Mattress. Replaced or repaired Mattresses are subject to the same Mattress Limited Lifetime Warranty as the original Mattress. If the Original Purchaser obtains a replaced or repaired Mattress, the Limited Lifetime Warranty term of the replaced or repaired Mattress begins from the Original Purchase Date.

Removing the Mattress Cover from a Mattress will automatically void any Limited Lifetime Warranty claim. Please contact Helix in advance or if you have any questions.

## **What This Limited Lifetime Warranty Covers.**

This Limited Lifetime Warranty applies to the following Defects in a Mattress:

Deterioration causing the Mattress to have a visible indentation greater than one and one-half (1.5) inches that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a Mattress be continuously supported by a matching foundation or adjustable bed base with a

proper bed frame sufficient to support the collective weight of the Mattress and foundation. Any foundation, box spring, frame, or other base on which the Mattress is placed that has slats greater than 5.5 inches apart will be considered improper and will void the Limited Lifetime Warranty.

Any physical flaw in the Mattress that causes the foam or spring material to split or crack, despite normal usage and proper handling.

Any manufacturing defect in the assembly of the Mattress Cover.

This Limited Lifetime Warranty does not cover the following:

A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.

Comfort preference beyond the 100 day risk free trial period.

Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the Defect is caused by such abuse or damage.

For years 1 – 10 of this Limited Lifetime Warranty, replacement of any non-defective pieces in the Helix sleep system (for example, if you purchase a mattress with multiple components and only one component is defective, then we will only replace the defective component).

Any mattress (whether manufactured by Helix or not) sold by resellers who are not authorized retailers of Helix.

Mattresses sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the Mattress is not "new" or of "first quality", or has previously been purchased or used by another consumer.

In the event of a Defect, Helix's sole and exclusive liability and the Original Purchaser's sole remedy under this Limited Lifetime Warranty will be, at Helix's option, to provide a repaired or replacement Mattress or Mattress Cover of similar or greater value, as applicable, and subject to the Original Purchaser's fulfillment of "Purchaser Responsibilities" below.

#### **Purchaser Responsibilities.**

In the event of a Defect and in order to get the benefit of this Limited Lifetime Warranty, the Original Purchaser must return the Mattress or Mattress Cover to Helix and provide Helix with proof of the original date of purchase. Mattresses and Mattress Covers must be sent to the address set forth at the end of this Limited Lifetime Warranty.

If Helix deems a claim made under this Limited Lifetime Warranty is valid, Helix will repair or replace (as applicable) and ship the Mattress or replacement Mattress back to the Original Purchaser. Please note Helix takes all efforts to complete these requests as quickly as possible and some cases can take longer than others.

**Disclaimer, Limitation on Liability.**

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MATTRESS IS PROVIDED "AS IS" AND THIS LIMITED LIFETIME WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY, IN NO EVENT WILL HELIX OR ITS SUPPLIERS BE LIABLE FOR OR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE MATTRESS OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF HELIX HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. HELIX'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE MATTRESS GIVING RISE TO SUCH LIABILITY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Arbitration.**

In the event a dispute arises between you and Helix arising out of this Limited Lifetime Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). More information about the AAA is located at [www.adr.org](http://www.adr.org), or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Lifetime Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators' award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators' award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

#### **Governing Law.**

This Limited Lifetime Warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.

#### **Warrantor.**

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