

## PROTECTALL™ Limited Warranty

PROTECTALL™, LLC ("We" or "Our" or "Us") provide this limited warranty ("Limited Warranty") with the purchase of both a new PROTECTALL™ Mattress Protector or Encasement ("Protector") and a new mattress ("Mattress"). This Limited Warranty applies only (a) to the original purchaser of the Protector ("You" or "Your"); (b) when You purchase both the Protector and Mattress within the same transaction; and (c) when you still own both the Protector and Mattress. This Limited Warranty begins on the date that both the mattress and protector are delivered. This Limited Warranty is made by PROTECTALL™ and is not made by or on behalf of its distributors, retailers or any other party.

**LIMITED WARRANTY COVERAGE:** We warrant to You solely that, for a period of 10 years after You purchase the Protector and Mattress, (i) the Protector will keep your Mattress from having Covered Damage and (ii) the Protector will be free from Covered Damage and defects in material and workmanship. "Covered Damage" is (a) any permanent stain on the Protector or the Mattress caused by normal household use and that is not expressly excluded by the Exclusions specified below and (b) a tear, rip, burn, puncture, or other physical damage to the Protector (but not the Mattress) caused by normal household use and that is not expressly excluded by the Exclusions specified below. This Limited Warranty does not cover any other type of damage to the Mattress or Protector, and this Limited Warranty does not protect against any damage to any other type of property, such as flooring or box springs underneath the Mattress. Our liability to You, and Your remedy against Us, under this Limited Warranty is limited solely to Our one-time replacement of the Mattress and Protector with ones of comparable value (matching color or style cannot be guaranteed) in the event the Covered Damage cannot otherwise be removed or repaired. In the event a Mattress and/or Protector of comparable value is no longer available, We reserve the right (at our discretion) to issue You a refund for the purchase price you paid for the Protector and Mattress. Delivery, any tax, as well as any transportation and disposal charges arising from any claim made under this Limited Warranty are Your sole responsibility. This Limited Warranty is subject to all the conditions, Exclusions, limitations and other terms contained herein. This Limited Warranty is made solely by Us and is not made by or on behalf of any distributors, retailers, or other parties associated with the Protector or the Mattress. Except for the express terms of this Limited Warranty, We disclaim all other warranties express or implied, including warranties of merchantability of fitness for a particular purpose, and no one is authorized to assume or undertake for PROTECTALL™ any other warranty liability connection with Your purchase of the Protector. Note that proper laundering and care instructions must have been followed and You must follow steps to make a warranty claim:

LIMITATIONS OF REMEDIES AND OF DURATION OF IMPLIED WARRANTIES: THE REMEDIES SET FORTH ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY. WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PROPERTY VALUE, DAMAGES CLAIMED BY OTHER PARTIES, PERSONAL INJURY, AND/OR LOSS OF USE OF PROPERTY) REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OUR LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT REMEDIES STATED ABOVE AND SUCH REMEDIES SHALL BE LIMITED IN VALUE TO THE TOTAL PURCHASE PRICE YOU PAID FOR THE MATTRESS AND THE PROTECTOR. THIS LIMITED WARRANTY NEITHER ADDS TO NOR DISCLAIMS ANY IMPLIED WARRANTIES CREATED BY APPLICABLE STATE LAW. THE DURATION OF ANY IMPLIED WARRANTIES CREATED BY STATE LAW IS LIMITED TO THE SAME 10 YEAR PERIOD AS THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### PLEASE DO NOT RETURN YOUR PROTECTOR TO THE PLACE OF PURCHASE!

1. To file a warranty claim: Call us at 1-855-577-7349 or visit our website at [www.myprotectall.com](http://www.myprotectall.com).
2. You must provide Your name, address, telephone number, email address and photographs of the damage and product label/tag.
3. Machine wash and tumble dry the mattress protector immediately after spillage incident, optimally while the fluid is still wet.
4. YOU MUST FILE YOUR WARRANTY CLAIM WITHIN 5 DAYS OF THE INCIDENT.
5. Retail receipt for your PROTECTALL™ Mattress Protector and mattress must be provided for validation of Your warranty.

Claims are considered open for a period of 90 days from the date of submission. In the event You have not fulfilled the conditions and duties specified above within that time frame, then Your claim will be closed, and this Limited Warranty shall not apply to the damage, stain, or defect that was the subject of your claim.

**CONDITIONS OF LIMITED WARRANTY:** This Limited Warranty applies only if (i) you keep the Protector in good and working condition; (ii) the Protector and Mattress are used indoors for Your own personal household purposes; (iii) the Protector and Mattress are used in strict conformance with the manufacturer's instructions and limitations for and accompanying the Protector and Mattress, including but not limited to, care, cleaning, maintenance, and washing instructions; and (iv) the Protector was properly installed on the Mattress when the Covered Damage or alleged defect

with the Protector occurred. You must provide any claim made under this Limited Warranty to Us by telephone or through Our website as specified below no later than 5 calendar days after You first become aware of or should have first become aware of all or part of a condition giving rise to a claim under this Limited Warranty. Your claim must be submitted with a copy of the original sales receipt for Your purchase of the Mattress and the Protector. You must machine wash and tumble dry the Protector immediately after a stain that is Covered Damage occurs and optimally while the cause of the stain is still wet. If We request it (at our sole discretion), You must give Us a reasonable opportunity to access and inspect the Mattress and Protector and allow us (at our sole discretion) to send a cleaning kit, or a professional cleaning/service company (or both) to remove or repair the Covered Damage. If We request it (at our sole discretion), You must send the Protector to Us for inspection and validation of claim. If any of the conditions stated above are not met, then this Limited Warranty shall be void and of no effect.

**EXCLUSIONS:** THIS WARRANTY DOES NOT COVER OR APPLY TO: (i) Willful abuse of mattress or mattress protector, acts of God, war, intentional or hostile acts; (ii) Damage caused by pets other than body fluids, normal wear and tear, normal everyday soiling, fading, stains caused by cleaners other than provided by PROTECTALL™, and mattresses used for commercial use; (iii) Stains caused while in transit or mattresses under rental conditions; (iv) Protectors that are not handled per laundering instructions or have been commercially laundered; (v) Stains caused by non-food related grease, inks, cosmetics, bleach, alcohol, dyes, solvents, or corrosives; (vi) Sides or bottom of mattress, linens, foundation, box spring or mattresses not using a PROTECTALL™ Mattress Protector; (vii) Claims filed under this warranty more than 5 days after the occurrence of the stain; (viii) Mattress protectors that have been laundered with bleach or detergent that contains bleach. **USE OF BLEACH WILL VOID THIS WARRANTY.** If the product label/tag is removed, the claim will be null and void. Stains or damage due all or in part to any of the following or similar causes are not covered by this Limited Warranty: accumulation of stains or damage, body oil, hair oil, perspiration, or darkened body contact areas and other stains that cannot be attributed to a single occurrence; use of bleach, including detergents with bleach; use of the Mattress or the Protector for commercial, institutional, or rental purposes; neglect; misapplication; abuse; misuse, intentional damage; illegal activity; war; hostile acts; willful misconduct; improper handling; improper installation; nail polish; nail polish remover; medication, including but not limited, to vitamins; chemical hair treatments, including but not limited to, hair gel, hair spray, hair dye, and mousse; hair oil; body oil; perspiration; commercial laundering; paint; dirt; gum; ink or dye of any kind; cosmetics; non-food related grease; corrosives; chemicals (including but not limited to acids, solvents, caustic fluids, oils, waxes or cleaning products not provided by US); alcohol; transport of the Mattress or Protector; delivery of the Mattress or Protector; storage of the Mattress or Protector; mold; mildew; water damage; smoke; theft; vandalism; any loss covered under an insurance policy; faulty bedframe or other furniture; appliance malfunctions; leaks that impact the Mattress or Protector, including but not limited to, leaks from air conditioners, skylights, roofs, water heaters, or pipes; ultra violet sun exposure; high heat sources; outdoor use (including but limited to use in screened-in porches); alteration; tampering; vandalism; terrorism; riot; insurrection; fire (arson, accidental, or any other type); weather conditions, natural disasters, and other Acts of God; falling objects; explosion; cascading roof water; immersion in water; pets (with the exception of pet bodily fluids); other animal(s) besides pets (including but not limited to birds and/or rodents and including but not limited to damage caused by animal beaks, teeth, or claws); insect(s); sewage backup; temporary discoloration; repeated or multiple stains due to the same or similar cause; medical conditions, including but not limited to, incontinence; failure properly to wash, clean, and dry the Protector; failure properly to clean and care for the Mattress; and normal wear and tear of the Protector or the Mattress (including, but not limited to every day soiling and fading). This Limited Warranty does not protect against any odors emanating from the Mattress or the Protector. The Exclusions listed above apply regardless of whether they are caused, in whole or in part, by You, any third-party, any Act of God, and/or any other source, person or entity.

This Limited Warranty is for the sole benefit of You and cannot be transferred or assigned to any other party. All questions concerning the meaning, construction, applicability or enforcement of this Limited Warranty shall be decided solely under the laws of the State of Delaware without reference to its choice-of-law rules, conflict of law principles, or the application of any law of any other jurisdiction.

Your sales receipt is your proof of purchase and should be kept in a safe place where you can access it should you need to file a warranty claim.

**PROTECTALL™**

PROTECTALL™  
ATTN: Warranty Department  
9555 N Virginia St. Ste 110  
Reno, NV 89506

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