BRD

Hygienic Series Mattress

Institutional & Residential

DERBY INDUSTRIES

- *100% sealed seams - zero stitching*
- *Locks out bed bugs*
- *Prevents urine saturation*
- *Easily sanitized with most hospital grade cleaners or bleach solution*
- *Breathable, fluid-resistant vents*
- *Fire retardant to stringent standards*
- *Available with built-in pillow*
- *Durable 22oz. vinyl cover*

www.derbyindustries.com

Call today toll free

1.866.233.4500

LIMITED WARRANTY- Vinyl Mattress

Coverage Under This Limited Warranty

Derby Industries ("Derby") warrants to the original purchaser that each mattress will be (1) free from defects in workmanship for One year and (2) that the mattress cover material will be free from manufacturer's defects for One year under normal conditions and use subject to the exclusions listed below.

THIS WARRANTY DOES NOT APPLY TO:

(3) scuffs, cuts, tears, punctures, burns or fire damage; (4) heavy items stored on the mattress; (5) mattresses exposed to the cold or the elements; (6) submerging in the liquids; (7) misuse; (8) negligence; (9) use for any purpose except as a mattress for sleeping or sitting; (10) exposure to acids, solvents, or other corrosive or damaging substances; (11) failure to maintain, clean or inspect the mattress; or (12) ordinary wear and tear.

Your Obligations in the event of a Defect

IF YOU BELIEVE A MATTRESS HAS A DEFECT IN WORKMANSHIP WHILE IN NORMAL USE, YOU MUST GIVE WRITTEN NOTICE OF YOUR CLAIM TO DERBY AT 24350 STATE ROAD 23 SOUTH, SOUTH BEND, INDIANA 46614, WITHIN THE APPLICABLE WARRANTY PERIOD AND A REASONABLE PERIOD OF TIME (NOT TO EXCEED THIRTY (30) DAYS) AFTER THE DEFECT IS OR SHOULD HAVE BEEN DISCOVERED. Your notice must describe the defect, provide your name and address and the date of purchase.

Remedies Under this Limited Warranty

Derby will reply to you within a reasonable period of time after it receives your notice of claim. Derby reserves the right to require you to furnish additional information or evidence at your expense. Further, Derby reserves the right to inspect the mattress within a reasonable period of time after it receives your notice of claim.

The defective mattress must be delivered to the factory at your expense. REPAIR OR REPLACEMENT, AT DERBY'S ELECTION, IS THE SOLE AND EXCLUSIVE REMEDY. **ALL FREIGHT CHARGES FOR REPAIRS OR REPLACEMENTS ARE THE CUSTOMER'S RESPONSIBILITY.** NO OTHER LEGAL OR EQUITABLE REMEDIES SHALL BE AVAILABLE.

The term of the Limited Warranty for any repaired or replaced mattress will be the remaining unexpired portion of the original warranty period.

Disclaimer of Incidental and Consequential Damages

NO PERSON OR ENTITY COVERED UNDER THIS LIMITED WARRANTY SHALL BE ENTITLED TO RECOVER AND SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DAMAGE OR DEFECTS. DERBY WILL NOT BE LIABLE FOR STORAGE CHARGES, INCONVENIENCES, LOSS OF TIME, LOSS OF INCOME, SHIPPING OR DELIVERY CHARGES, OR ANY OTHER INCIDENTIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Limitation and Disclaimer of all Implied Warranties

DERBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. DERBY EXPRESSLY LIMITS THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WHICH CANNOT BE DISCLAIMED UNDER APPLICABLE LAW FOR A TERM OF ONE (1) YEAR FROM THE DATE OF PURCHASE. THERE IS NO WARRANTY OF ANY NATURE, EXPRESS OR OTHERWISE, MADE BY DERBY BEYOND THAT CONTAINED IN THIS LIMITED WARRANTY. NO PERSON HAS AUTHORITY TO ENLARGE, AMEND, OR MODIFY 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.

General Provisions

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. No action to enforce this Limited Warranty shall be commenced later than six (6) months after expiration of this Limited Warranty.

Due to continuing improvements and changes in product features and options, Derby reserves the right to make changes at any time, without notice, in specifications and materials, and to discontinue models, without any obligations to make corresponding changes in products previously manufactured.

The Limited Warranty is not transferable by the Original Purchaser.

DERBY INDUSTRIES
24350 STATE ROAD 23 SOUTH
SOUTH BEND, IN 46614
PH: (574) 233-4500
FAX: (574) 288-4550

WARNING: NOT TO BE USED AS A FLOTATION DEVICE

NOTE: Terms of this LIMITED WARRANTY supersede previous warranties.

3-22-12