

# EQ3 SLEEP WARRANTY & SLEEP TRIAL

Effective November 27, 2025

# EQ3

## 1. Overview / Intent

EQ3 ("we," "us," "our") sells mattresses under the EQ3 SLEEP label, manufactured by Kingsdown.

This policy (the "Warranty & Trial Policy") governs both the 100-Night Sleep Trial and the Limited 10-Year Warranty applicable to EQ3 SLEEP mattresses purchased through EQ3.com or EQ3 retail stores.

To the extent that this policy conflicts with Kingsdown's manufacturer warranty, the Kingsdown warranty provisions prevail, except where EQ3 provides enhanced or additional terms.

By purchasing an EQ3 SLEEP mattress, you (the "Customer," "you," "your") accept and agree to the terms below.

## 2. 100-Night Sleep Trial / Returns & Exchanges

### 2.1 Eligibility

Every EQ3 SLEEP mattress purchased through EQ3.com or EQ3 retail stores is eligible for a 100-night sleep trial, provided that:

- An EQ3-approved mattress protector must be purchased and continuously used from the time of purchase.
- The trial period applies only to the mattress; bases, pillows, sheets, and accessories are not included.

### 2.2 Trial Period & Return / Exchange Process

- You may return or exchange your mattress within **100 calendar days** of delivery (or installation) plus the cost difference between the replacement mattress of your choice.
- The 100-night trial applies **once per household per product type**. Only the first mattress of that product type qualifies.
- A **CAD \$150 restocking fee** applies to all returns for a refund.
- Each purchase qualifies for one return or one exchange only.
- A **minimum 30-night break-in period** is required before initiating a return or exchange to allow your body to adjust.
- The mattress must be clean, undamaged, and retain its original law label tag at the time of pickup. Damage includes stains, punctures, rips, tears, burns, odors, or soiling that compromise resale condition.
- EQ3 (or our logistics partner) will coordinate pickup based on regional availability. The customer must ensure the mattress is bagged and accessible for removal on the scheduled date.
- Additional shipping, pickup, or handling charges may apply outside standard delivery zones or for non-standard access conditions (e.g., stairs, remote areas).

## 2.3 Return Exclusions & Restrictions

- **Return Limits** - Each household may return **up to two (2) mattresses of the same model in total**.
  - The first return may use the 100-night trial.
  - Any additional returns must follow the standard return conditions.
- Returns are accepted only from the country of original purchase.
- Mattresses with damage, stains, odors, or evidence of misuse are not eligible.
- Shipping, in-home setup, and delivery surcharges are non-refundable.

## 3. Limited Warranty

### 3.1 Warranty Term

Your EQ3 SLEEP mattress is covered by a **10-year, non-prorated warranty** against manufacturing defects in workmanship and materials, beginning on the original date of purchase.

This corresponds with Kingsdown's Warranty Code A under the Kingsdown Canada Warranty Schedule.

### 3.2 Coverage & Remedies

During normal use, this warranty covers:

- Coils or wires that are loose, broken, or protruding.
- Torn handles, stitching failures, or tears in fabric at handle attachment points.
- Body indentations greater than **1 inch (non-quilted)** or **1.5 inches (quilted)** when measured correctly (see below).
- Foundation defects such as cracked wood, broken centre rails, or loose modules.

### Indentation Measurement:

To confirm a body impression or sag, place a straight edge or taut string across the surface of the mattress and measure the distance to the lowest point of the depression, avoiding stitched quilting patterns. Indentations less than 1.5" are considered normal and not covered.

If a covered defect is confirmed, Kingsdown or EQ3, at its discretion, will:

- a. Repair the defective component; or
- b. Replace the mattress or foundation with the same or comparable model; or
- c. Provide a credit toward the purchase of a new mattress (applied to your EQ3 account).

Repairs or replacements do not restart the warranty term; coverage continues from the original purchase date.

### 3.3 Exclusions / What the Warranty Does Not Cover

This warranty excludes, without limitation:

- Normal body impressions under 1" (non-quilted) or 1.5" (quilted).
- Fabric wear, fading, or cosmetic changes not affecting performance.
- Comfort preference changes or perceived firmness variation.
- Damage from misuse, neglect, stains, spills, odors, or failure to use a mattress protector.
- Damage from improper support systems or incompatible frames. Queen and king sets must use a rigid center support with at least five (5) legs or five (5) hardwood cross-slats.
- Transportation, inspection, or delivery costs.
- Products sold "as-is," floor models, or previously used items.
- Sheet fit, bed height, or minor size variations ( $\pm 1/2"$  –  $3/4"$ ).
- Damage resulting from third-party handling, moving, or delivery.

*Examples of Proper Bed Frames for Queen and King Size Bedding*



### 3.4 Claim Process & Documentation

To submit a warranty claim:

1. **Contact EQ3 Customer Service** with your order number, proof of purchase, and a brief description of the issue.
2. Provide clear **photos** of the following:
  - A) The top and sides of the mattress (to confirm absence of stains or soiling).
  - B) The bed frame and center support (especially for queen and king sizes).
  - C) The area of concern (for depressions, include a photo using a string or straight edge across the mattress surface to show measurement depth).
3. EQ3 will review your documentation and confirm eligibility. If the issue meets warranty conditions, EQ3 will forward the claim to Kingsdown for authorization.
4. In some cases, Kingsdown may request that the **law label tags be returned** instead of the entire mattress.
5. Once approved, EQ3 will coordinate pickup or next steps.
6. Warranty authorizations must be completed within **45 days** of approval to remain valid.

Transportation or service costs are the customer's responsibility unless otherwise agreed.

EQ3 aims to acknowledge valid claims within 1–2 business days of receiving full documentation.

### 3.5 Warranty Transferability & Duration

This warranty applies only to the original purchaser and is non-transferable.

Service or replacement does not reset the warranty period; coverage continues from the original purchase date.

## 4. Care & Maintenance Requirements

To maintain warranty coverage:

- Rotate your mattress every 3 months.
- Use an EQ3 approved mattress protector at all times.
- Keep the mattress dry and away from open flame.
- Do not stand or jump on the mattress.
- Do not insert boards between mattress and foundation.
- Do not use dry-cleaning fluids or solvents.
- Do not remove the law label tag (required for warranty verification).

Failure to follow these care instructions may void your warranty.

Please retain your original proof of purchase (invoice or order confirmation).

Warranty claims require both proof of purchase and the original law tag from the mattress.

Registration is not required; EQ3 maintains records internally for verification.

## 5. Additional Conditions & Legal Disclaimers

This limited warranty provides specific legal rights; you may also have other rights that vary by province.

To the extent permitted by law, EQ3 and Kingsdown's liability is limited to repair, replacement, or credit as described herein.

No person or agent is authorized to modify this warranty or create additional obligations.

If any provision of this policy is deemed unenforceable, the remaining provisions remain valid and in effect.

EQ3 and Kingsdown make no other express or implied warranties, including merchantability or fitness for a particular purpose, beyond what is stated in this document.

## 6. Summary / Quick Reference

Feature	Term / Condition
Sleep Trial	100 nights (one return or exchange)
Minimum Break-In Period	30 nights before eligibility
Restocking Fee	CAD \$150 on returns for a refund
Mattress Protector	EQ3 approved mattress protector must be purchased and continuously used from time of sale
Max Trial Returns per Product	2 per household / address
Warranty Duration	10 years non-prorated
Covered Defects	Workmanship, structural, excessive sag
Exclusions	Stains, misuse, comfort preference, improper support
Claim Response	1–2 business days after complete documentation
Required Photos	Mattress top/sides, support system, issue area
RA Validity	45 days from authorization
Possible Tag Return	May be required in place of full mattress
Warranty Transferable?	No
Warranty Reset After Service?	No – continues from original date