

GUARDSMAN ELITE 5 YEAR FURNITURE PROTECTION PLAN



SERVICE CONTRACT

This Five (5) Year Guardsman Elite Furniture Protection Plan ("Protection Plan") is a service contract between you (the original purchaser), the consumer, and The Valspar Corporation, through its Guardsman business unit ("Guardsman"), 4999 36th Street. Grand Rapids, MI 49512, the administrator and a provider of this service contract.

1. If a stain or damage listed in the "What Is Covered" section occurs during the term of this Protection Plan. Guardsman agrees to provide Service ("Service") as outlined in the "SERVICE PROCEDURES" section of this Protection Plan.
2. This Protection Plan is not a cleaning or maintenance contract, insurance policy, or your original manufacturer warranty.
3. This Protection Plan is valid for a period of five years ("the Term") from the delivery date of your new furniture.
4. This plan covers new furniture up to a maximum \$20,000 in retail value.
5. This plan is only valid for new furniture that was purchased at the same time as this Protection Plan, and appears on the sales receipt as such.
6. This Protection Plan is non-transferable and not renewable.
7. You must retain this Protection Plan and the sales receipt for both the furniture and this Protection Plan.

WHAT IS COVERED:

This Protection Plan provides Service for any of the following, except for what is listed in the "WHAT IS NOT COVERED" section of this Protection Plan:

Fabric, Leather, & Vinyl Upholstered Furniture:

1. Any food or beverage stain.
2. Any human or pet bodily fluid stains (except perspiration, hair and body oils).
3. Any ballpoint pen ink stain from a single incident.
4. Any nail polish/nail polish remover stain from a single incident.
5. Any puncture, cut, tear, and rip from a single incident.
6. Any burn from a single incident.
7. Frames, springs and the following mechanisms, if they were covered by an original manufacturer warranty that has since expired: sleeper, reclining, inclining, hearing, and vibrating.

Wood and Other Hard Surface Furniture:

1. Any food or beverage stain.
2. Any nail polish/nail polish remover stain from a single incident.
3. Any liquid mark or ring.
4. Breakage.
5. Any scratch, gouge or chip from a single incident.

6. Any burn or heat mark from a single incident.
7. Checking, cracking, bubbling, or peeling of finish from a single incident.
8. Any chip, scratch or breakage of glass or mirrors.
9. Loss of silvering on mirrors.

REQUIREMENTS FOR REQUESTING SERVICE:

Failure to meet any of the following requirements can result in a denial of Service under this Protection Plan.

The furniture must have been delivered and installed soil-free and damage free from the store where it was purchased. You must have performed all routine and preventative maintenance, as recommended by the manufacturer.

1. **Any stain or damage must be reported to Guardsman within five (5) business days of the date that the stain or damage occurred. Notify Guardsman by calling (800) 253-3957, or by filing a Service Request at guardsman.com.**
2. If a spill occurs, simply blot with a clean, dry cloth. If you attempt to clean a spill, you must follow the cleaning methods recommended by the furniture manufacturer, which is to include pre-testing any product in a hidden area.
3. Complete and return the Service Request Form.
4. Provide Guardsman with a copy of the sales receipt and a copy of this Protection Plan within 30 days after reporting your stain or damage.

LEATHER IDENTIFICATION <i>There are many different leather types available. Please reference the chart below that identifies which types of leather are eligible for Service under this Protection Plan. This Guardsman Protection Plan does not cover leather that is non-colorfast.</i>	
LEATHER TYPES:	Covered under this protection plan
Aniline Leather (Unfinished): Is leather that has been treated with an aniline dye, but does not have other pigmented finishes applied.	Yes
Semi-Aniline Leather: Is an aniline leather that has a thin layer of pigmented coating that does not fully seal the pores of the leather's surface.	Yes
Finished: Is an aniline leather that has been treated with a surface application to color, protect, or mask imperfections.	Yes
Nubuck: Is a top grain aniline leather that has been built to give a nap cam.	No
Pull-Up (Waxed): Is a full aniline leather that has an oil or wax surface.	Yes
Exotic: Are any non-bovine hide or any hide embossed or heat stamped with special feature such as alligator, crocodile or ostrich patterns, and basket weave.	No
Suede: Process of raising fibers on flesh-side of hide to give a nap effect by buffing.	No

SERVICE PROCEDURES:

If Guardsman determines that the reported stain or damage is covered under this Protection Plan. Guardsman will perform one or more of the following.

- Guardsman may provide a cleaning kit or advice on how to remove the stain.
- Guardsman may dispatch an authorized technician to remove the stain or repair the damaged area.
- Guardsman may replace all or part of the affected area, the component, or piece of furniture. Dye lots vary and furniture may fade over time, so replacements may not exactly match the color of non-replaced areas. Replacement will terminate this Protection Plan on that area, component, or piece of furniture.
- Guardsman may arrange a store credit at the Store in an amount equal to the original purchase price of the affected piece of furniture ("Reselection"). Sectionals, dining chair groups, chair and ottoman sets, or identical items with the same "SKU" number will be considered a single item for purposes of Reselection. Your Reselection store credit is only valid for 60 days after notification by Guardsman. Reselection will terminate this Protection Plan on that piece of furniture.

Guardsman may offer a settlement amount up to the original purchase price of the furniture. A settlement will terminate this Protection Plan on that piece of furniture. If the particular store location where you originally purchased your furniture ("Store") has closed, no longer carries Guardsman as a supplier, changed ownership, or has stopped selling new furniture since your purchase. Guardsman will give you a refund of the original purchase price of this Protection Plan.

FABRIC CLEANING CODES <i>Fabric Cleaning Codes on upholstered furniture can be the manufacturer's ID tag. Always follow manufacturer's recommended cleaning methods, pre-test any product in a hidden area for colorfastness of fabric. This Guardsman Protection Plan does not cover any type of fabric that is non-colorfast.</i>	
FABRIC TYPES:	Covered under this protection plan
"W" or "WS" Cleaning Code: Fabrics with this cleaning code can be spot cleaned with a water-based cleaner.	Yes
"S" or "WS" Cleaning Code: Fabrics with this cleaning code can be spot cleaned using a solvent-based cleaner.	Yes
"X" Cleaning Code: Fabrics with this cleaning code can only be vacuumed and cannot be cleaned with any type of cleaner.	No

WHAT IS NOT COVERED: *This Protection Plan provides no service or benefit for any of the following*

General

- Any stain or damage that is not specifically listed under the section titled "WHAT IS COVERED".
- When the actions listed in the "REQUIREMENTS FOR SERVICE" have not been followed.
- Any accumulation of stains or damage, including stains, damage, or a soil build up that occurs from repeated use rather than from a particular incident.

Ineligible Furniture & Components

- Furniture sold with stains or damage prior to delivery ("as is").
- Ready To Assemble furniture (RTA).
- Customer's Own Material (COM) items.

- Stains or damage to Nubuck, suede or exotic leathers.
- Stains or damage to split-grain leather hides used in seat cushions, back cushions, or arm areas.
- Stains or damage to "X" cleaning code fabrics and non-colorfast fabrics and leathers (fabric or leather that loses color when cleaned according to the manufacturer's cleaning instructions).
- Components integrated into furniture, including clock mechanisms, refrigerators, lighting or other electrical components that are not included in the "WHAT IS COVERED" section.
- Wicker and Rattan furniture.
- Mattresses

Improper Maintenance, Care or Misuse

- Stains or damage on furniture that has not been properly cared for or maintained, as per your manufacturer's warranty.
- Stains or damage resulting from the improper use or misuse of furniture, including the use of furniture beyond the purpose for which it had been designed.
- Stains or damage caused by or resulting in mold or mildew.
- Stains or damage including color loss or color change, caused by cleaning methods other than those recommended by the furniture manufacturer.
- Stains or damage caused by animals, except pet bodily fluid stains. However, repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for Service.
- Stains or damage caused by extensive intentional activities.
- Stains or damage due to extensive activities, including but not limited to cuts, rips, tears and ink, paint, crayon, marker, or pencil damage.
- Furniture that shows signs of infestation, including but not limited to insects, termites, cockroaches, and rodents.

Manufacturer Quality Issues

- Seam separation (an upholstery seam that comes unstitched or unglued), stress tear (tearing or ripping of upholstery within one-half inch of and parallel to the seam line), or fabric flaws.
- Fading, color loss or color change.
- Loss of foam and/or innerspring resiliency (including body impressions).
- Cracking and peeling of leather or vinyl.
- Natural leather markings such as, but not limited to, scars, insect bites, brand marks, and wrinkles.
- Damage resulting from defects in materials or workmanship.

Non-Household Environments

- Stains or damage that occurs during any delivery or installation process, or before the furniture is delivered to your residence.
- Stains or damage that occurs while the furniture is not located within your residence.
- Stains or damage that occurs while the furniture is in storage, or being moved to or from storage, or between residences.
- Furniture that is or has been, used for commercial, Institutional, or rental purposes, including daycare.

Wear & Tear Caused By Repeated Use (over time) Damage caused by wear such as, but not limited to, the following:

- Scuffing or other surface abrasions.
- Pilling or fraying of fabric.

Miscellaneous

- Odors.
- Stains or damage covered under any manufacturer's warranties, or under any homeowner's, renters, or other insurance policy.
- Stains or damage caused by structural problems, including but not limited to, skylights, roofs, or water pipes.
- Stains or damage caused by appliance malfunctions, including but not limited to, air conditioners and water heaters.
- Stains or damage caused by fire, smoke, flood, or other natural disaster.
- Stains or damage caused by theft, vandalism, or as a result of any other illegal activity.
- Stains or damage caused by independent contractors such as, but not limited to, maintenance personnel, painters, or other repair or contractor services.

OBLIGATIONS OF GUARDSMAN UNDER THIS SERVICE CONTRACT ARE BACKED ONLY BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. NO EXPRESS WARRANTY OF FITNESS OR EXPRESS WARRANTY OF ANY OTHER NATURE IS GRANTED HEREIN. NO ONE IS AUTHORIZED TO ASSUME FOR GUARDSMAN ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PROTECTION PLAN. THE DURATION OF ALL IMPLIED WARRANTIES IS LIMITED TO A FIVE-YEAR PERIOD FROM THE DELIVERY DATE OF THE ORIGINAL FURNITURE. YOUR RIGHTS UNDER THIS SERVICE CONTRACT ARE YOUR EXCLUSIVE REMEDIES FOR ANY FAILURE OF THIS PROTECTION PLAN TO COMPLY WITH ANY EXPRESS OR IMPLIED WARRANTY. GUARDSMAN SHALL NOT BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, OR INCIDENTAL, ARISING OUT OF ANY BREACH BY GUARDSMAN OF ANY EXPRESS OR IMPLIED WARRANTY.

Some states do not allow limitations on how long any 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 Service Contract gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to return this Protection Plan for a full refund of the purchase price within twenty (20) days after delivery of the Protection Plan to you. If no Service has been provided under the Protection Plan, the Protection Plan is void and the mailer from which the Protection Plan was purchased shall refund to the Protection Plan holder the full purchase price of the Protection Plan minus a cancellation fee of the lesser of ten percent (10%) of the Protection Plan price or Fifty and 00/100 Dollars (\$50.00), whichever is less, except as otherwise required by law. A ten percent (10%) penalty per month shall be added to any refund that is not paid within thirty (30) days of the return of the Protection Plan to the retailer from which the Protection Plan was purchased. The right to return the Protection Plan is non-transferable and applies only to the original Protection Plan purchaser.