

GUARDSMAN®

Elite™ 5 Year Furniture Protection Plan

**YOUR SERVICE AGREEMENT
NUMBER IS:
SAMPLE**

- Keep this Protection Plan and your original sales invoice in safe place.
- 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 filing a Service Request at guardsman.com, or by calling 1-800-253-3957.
- Si usted necesita un plan de protección en español, favor llamarnos al 1-800-253-3957.
- Si vous nécessitez un plan de protection en français, veuillez nous rejoindre au 1-800-253-3957.

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***AUTO**SCH 3-DIGIT 018
 JOE CUSTOMER
 1234 MAIN ST
 GRAND RAPIDS, MI 49512-0000



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 stain (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, heating, 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

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 any type of leather that is non-colorfast.

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 a been treated with a surface application to color, protect, or mask imperfections.	Yes
Nubuck: Is a top grain aniline leather that has been buffed to give a nap effect.	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

Fabric Cleaning Codes on upholstered furniture can be found on the manufacturer’s ID tag. Always follow the manufacturer’s recommended cleaning methods, and pre test any product in a hidden area for colorfastness of fabric or leather. This Guardsman Protection Plan does not cover any type of fabric that is non-colorfast.

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 only.	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”.
- Any stain or damage where you have not followed all of 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 inner spring 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 occur during any delivery or installation process, or before the furniture is delivered to your residence.
- Stains or damage that occur while the furniture is not located within your residence.
- Stains or damage that occur 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 day care.

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, renter’s, 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 retailer 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.

AL RESIDENTS ONLY: If the Protection Plan purchaser elects cancellation, the Provider may retain an administrative fee of up to twenty-five dollars (\$25.00) for the issuance of the Protection Plan; however, this amount may not be deducted in the event the Protection Plan is terminated pursuant to Section 8-32-3(g) of the Alabama Code.

NY RESIDENTS ONLY: Unresolved complaints concerning a registrant or questions concerning the regulation of service contract providers may be addressed to the Department of Licensing and Regulation at PO Box 121 New York, NY.

TX RESIDENTS ONLY: Unresolved complaints concerning a registrant or questions concerning the regulation of service contract providers may be addressed to the Department of Licensing and Regulation at P.O. Box 12157 Austin, Texas.

CA RESIDENTS ONLY: 1. Valspar Corporation is the Obligor and a provider. Valspar Industries LLC is the Administrator of the Plan. 2. Any incidental payment of indemnity made pursuant to this Protection Plan is limited to \$250 per year. 3. The contract shall be cancelable by the purchaser under the following conditions: (A) Unless the contract provides for a longer period, within the first 60 days after receipt of the contract, or with respect to a contract covering a used motor vehicle without manufacturer warranties, a home appliance, or a home electronic product, within the first 30 days after receipt of the contract, the full amount paid shall be refunded by the seller to the purchaser if the purchaser provides a written notice of cancellation to the person specified in the contract, and if no Service Requests have been made against the contract. If a Service Request has been made against the contract either within the first 60 days after receipt of the contract, or with respect to a used motor vehicle without manufacturer warranties, home appliance, or home electronic product, within the first 30 days after receipt of the contract, a pro rata refund, based on either elapsed time or an objective measure of use, such as mileage or the retail value of any service performed, at the seller’s option as indicated in the contract, shall be made by the seller to the purchaser if the purchaser provides a written notice of cancellation to the person specified in the contract. (B) Unless the contract provides for a longer period for obtaining a full refund, after the first 60 days after receipt of the contract, or with respect to a contract covering a used motor vehicle without manufacturer warranties, a home appliance, or a home electronic product, after the first 30 days after the receipt of the contract, a pro rata refund, based on either elapsed time or an objective measure of use, such as mileage or the retail value of any service performed, at the seller’s option as indicated in the contract, shall be made by the seller to the purchaser if the purchaser provides a written notice of cancellation to the person specified in the contract. In addition, the seller may assess a cancellation or administrative fee, not to exceed ten percent (10%) of the price of the service contract or twenty five dollars (\$25.00), whichever is less. (C) If the purchase of the service contract was financed, the seller may make the refund payable to the purchaser, the assignee, or lender of record, or both. 4. The obligations under this Protection Plan are backed by a reimbursement policy issued by ACE American Insurance Company. Service Requests may be filed by calling (800) 253-3957.

SC RESIDENTS ONLY: Any unresolved complaints or questions concerning this Protection Plan may be addressed to the South Carolina Department of Insurance, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, or 803-737-6227.

IL RESIDENTS ONLY: The Protection Plan may be cancelled (1) within thirty (30) days after its purchase if no service has been provided and a full refund of the Protection Plan, less any cancellation fee stated in the Protection Plan or (2) at any other time for a pro rata refund of the Protection Plan consideration for the unexpired term of the Protection Plan, based upon the number of elapsed months, miles, hours or such other reasonably applicable measure which is clearly disclosed in the Protection Plan, less the value of an service received and any cancellation fee stated in the Protection Plan.

HI RESIDENTS ONLY: The Protection Plan may be cancelled within thirty (30) days after the date the Protection Plan was mailed to the Protection Plan holder or twenty (20) days of the date the Protection Plan was delivered to the Protection Plan holder. A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after the return of the Protection Plan.

SUGGESTED PURCHASE PRICE VALUE: \$1,000.00 or as Shown on Your Sales Receipt