



5 Year Protection

The Furniture Care Protection "Limited Guarantee Agreement" (hereinafter the "Agreement") is effective for the Term listed above and begins on the date the Consumer(s), shown on the original receipt (hereinafter the "Consumer"), takes delivery. If no term is listed, this Agreement will defer to 5 years. Furniture Care Protection (FCP) (Guarantor) offers a Limited Guarantee that the furniture protection products exclusively distributed by FCP are designed to prevent or remove stains or repair other damage to the component parts of the new furniture subject to the terms and conditions set forth herein. This Agreement is not a cleaning or maintenance contract, insurance policy, or your original manufacturer warranty. This Agreement is only valid for new furniture that was purchased and appears on the original sales receipt.

FURNITURE COVERED BY THE AGREEMENT

New Fabric, A&P Leather, Wood and Vinyl upholstered residential furniture

COVERAGE INCLUDES:

On Fabric or Microfiber

- Household Food and Beverage Stains
- Stains from Human and Pet Saliva, Urine, Stomach Fluid, or Blood
- Accidental Burn or Singe Marks Caused by Brief Contact with Flame or Heat from a single incident
- Accidental BallPoint Pen Ink, Wax Crayon, Facial Cosmetics or Nail Polish from a single incident
- Color Transfer from Blue Jeans or Newspaper
- Accidental puncture, cut, tear or rip from a single incident

On A&P Leather or Vinyl

- Household Food and Beverage Stains
- Stains from Human and Pet Saliva, Urine, Stomach Fluid, or Blood
- Accidental Burn or Singe Marks Caused by Brief Contact with Flame or Heat, from a single incident
- Accidental BallPoint Pen Ink, Wax Crayon, Facial Cosmetics or Nail Polish from a single incident
- Color Transfer from Denim Jeans or Newspaper
- Cracking or Peeling of Top Grain Leather in Seating Areas
- Cracking or Peeling of All Leather and Vinyl in Non-Seating Areas
- Accidental puncture, cut, tear or rip from a single incident

On Wood

- Household Food and Beverage (Product Stain-Excluding Accumulation)
- Accidental Singe or Heat Marks Caused by Brief contact with Flame or Heat from a single incident
- Fading from Sun Exposure
- Accidental Damage from Finger Nail Polish or Finger Nail Polish Remover from a single incident
- Failure of Assembled Joints
- Water or Household Beverage Marks, Stains or Rings
- Accidental Scratches Penetrating through the Top Coat Finish from a single incident
- Accidental Dents, Gouges or Chipping Penetrating through the Top Coat Finish from a single incident
- Peeling of the Finish of Solid Wood or Veneer Surfaces

Mechanical and Structural breakdowns* to Fabric, A&P Leather and Vinyl Upholstered Furniture as a result of:

- Breakage of Frames, Panels or Springs
- Breakage of mechanisms including sleeper mechanisms, reclining mechanisms, and heating, power and vibrating mechanisms

*Coverage on Frames, Panels, Springs and Mechanisms may be used only upon expiration of Manufacturer's Warranty and may not be used in lieu of Manufacturer's Warranty.

HOW THE LIMITED GUARANTEE AGREEMENT WORKS

If Consumer's new furniture becomes accidentally stained or damaged as described above during normal RESIDENTIAL use and Consumer cannot remove the stain or repair the damage, FCP will, at its sole discretion, clean, repair or replace the affected portion or the complete item(s) with the same or a similar item(s) having a retail purchase price less than or equal to the retail purchase price, listed above, of the affected item(s). For purposes of this Agreement and as used in every instance herein, "item" will be defined as a specific and individual piece of furniture and each "item" purchased will be considered to be separate and distinct from any other pieces of furniture purchased.

Consumer must have received new furniture free of stains or damage. This Agreement does not cover stains or damage resulting from transit of items(s). If the item(s) is/are not maintained as required by the furniture manufacturer warranty or Consumer does not cooperate with the reasonable request of FCP in its efforts to perform its obligations, this Agreement becomes void.

HOW TO OBTAIN SERVICE

Within five (5) days of the stain or damage occurring, contact our customer claims department using our toll free number 888-705-4001.

WHEN CALLING FOR SERVICE, CONSUMER MUST HAVE:

- The original receipt showing Consumer's purchase of the furniture protection product made in conjunction with the purchase of the new qualifying furniture
- The original copy of this Agreement
- The original delivery date of the repair products and item(s)
- The date of the occurrence of the stain or damage, and the date on which the repair was attempted to be resolved by the Consumer.

THE SERVICE PROCESS

- FCP may provide free professional stain removal, repair advice and/or products to aid in the cleaning or repair of the stained or damaged area or item(s).
- If the stain or damage persists, FCP may arrange for a no charge in-home service by a professional technician.
- If FCP's designated technician determines that stain removal or damage repairs must occur off-site, the item(s) will be removed and returned at no cost.
- If FCP's designated technician cannot remove the stain or repair the item(s), FCP at its sole option, may elect to replace the affected area.
- FCP, at its sole option, may elect to replace the item(s) if the affected area cannot be repaired or replaced. Consumer may select a new replacement item(s) equal in value to the original purchase price of the affected item(s).
- FCP is not responsible for color, dye, lot or texture variations.
- Replacement selection will be done at the original place of purchase; otherwise, FCP, at its sole option, will refund a pro-rated portion of the purchase price of this Agreement. Replaced item(s) become the property of FCP. Replacement limited to the aggregate listed on the front of the agreement for all item(s), not to exceed the retail purchase price paid for the new furniture. If no Aggregate Replacement Limit is listed, this amount will default to \$5,000. Replacement items will not be covered under this Agreement; any single part will be replaced a maximum of two times.

Continued

IMPORTANT EXCLUSIONS

This Protection Plan does not cover ¹anything not specifically listed in the "Coverage" section of this Protection Plan; ²damage and/or stains that occur during transit or assembly; ³failure to comply with the item(s) manufacturer warranty, repairs covered by **any** manufacturer warranty; ⁴willful abuse or misuse; ⁵stains from: dye, caustic solution, bleach, stains of unknown origin, ⁶soiling or damage from normal use, body oil, hair oil, perspiration, darkened areas where head and legs contact furniture; ⁷stains or damage to exotic leathers or suede which exotic leather includes non-bovine hide or any hide embossed or heat stamped with special feature such as alligator, crocodile or ostrich patterns, and basket weave and suede includes covering with raising fibers on flesh-side of hide to give nap effect by buffing; ⁸generalized or accumulated soiling, cracking, peeling, or scratching from wear or tear, maintenance and/or everyday use; except as listed in the "Coverage" section herein, ⁹any stain or damage from pets other than those associated from bodily fluids as named in the "what is covered" section, ¹⁰odors, fading, or color loss and/or discoloration; ¹¹any "X" coded and/or non-color fast fabrics; ¹²components integrated into furniture, including clock mechanisms, refrigerators, lighting or other electrical components that are not included in the "what is covered" section; ¹³wicker and rattan furniture; ¹⁴stains or damage on furniture that has not been properly cared for or maintained, as per your manufacturer's warranty; ¹⁵stains 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; ¹⁶repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for service; ¹⁷stains or damage due to extensive activities, including but not limited to cuts, rips, tears; ¹⁸furniture that shows signs of infestation, including but not limited to insects, termites, cockroaches and rodents; ¹⁹odors; stains or damage covered under any manufacturer's warranties, or under any homeowner's, renter's, or other insurance policy; ²⁰stains or damage caused by structural problems, including but not limited to skylights, roofs, or water pipes; ²¹stains or damage caused by appliance malfunctions, including but not limited to air conditioners and water heaters; ²²stains or damage caused by theft, vandalism, or as a result of any other illegal activity; ²³stains or damage caused by independent contractors such as but not limited to, maintenance personnel, painters, or other repair or contractor services; ²⁴furniture located outdoors, on patios or in screened rooms where it may be directly or indirectly exposed to the elements; ²⁵any item(s) sold "as-is"; used, and/or without manufacturer warranty and/or retailers warranty; ²⁶any costs or damage from repair and/or cleaning by anyone without written authorization from FCP; any cleaning and/or repair products and/or procedures without written authorization from FCP; any damage by furniture care products not used according to product instructions; ²⁷all natural characteristics that cause appearance variation; ²⁸failure or loosening of threads or separation of seams along seam lines; ²⁹consequential or incidental damages, except those expressly covered herein; personal injury damages; lost profits; lost savings, or other economic damages; ³⁰loss of use of item(s); furniture in storage, utilized for commercial use, non-residential, rental or in-home day care businesses; ³¹damage from prolonged exposure to fire or heat; ³²damage from fraud, intentional acts, war, hostilities, terrorism or vandalism; and acts of God. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

IMPORTANT INFORMATION

This Agreement does not supersede any Agreement provided by the manufacturer of the item(s). The Agreement is not cancelable, not renewable or transferable, only the Consumer listed above is eligible for coverage. FCP's failure to exercise certain rights under the Agreement does not waive those rights. Technicians referred to in this Agreement may be independent contractors of FCP and may not be employees of FCP. FCP assumes no responsibility for statements of claims made by the technicians, or anyone other than FCP employees. FCP assumes no liability, incidental to or in connection with, services provided by its independent contractors. Any provision contained herein which is found to be contrary to state or local laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

This Agreement gives you specific legal rights, and you may also have other rights which vary from state to state. Any controversy or claim for damages arising out of, or relating to this Agreement or Breach thereof, shall be settled by arbitration administered by American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration rules, and judgment on the award rendered by arbitration, may be entered in any court having jurisdiction thereof. The Consumer is required to engage in such arbitration before pursuing any legal remedies in any court of law and may do so by sending a letter via registered mail to Furniture Care Protection, 609 S Kelly Ave, Suite E-8, Edmond, OK 73003 or by calling 855-348-2100 to initiate arbitration proceedings. Upon initiation of the arbitration process, an arbitrator will be appointed by the AAA and will oversee the proceeding. The Consumer must initiate the process within 30 days of the event giving rise to the Consumer's complaint and must be prepared to provide information related to the purchase of the furniture, purchase and application of the furniture protection products, treatment and maintenance of the furniture, any and all damage to the furniture, actions taken to correct the damage, communications with the Guarantor or others concerning the damage and any other information related to the events giving rise to the Consumer's complaint.

Acceptance of Benefits:

I have read, fully understand, and accept the terms and conditions as set forth on the front and back of this LIMITED WARRANTY, for the product purchased, and have received an exact completed copy. I further declare that the information provided on this Warranty form is true and correct and any modification, alteration, or change to the preprinted terms and conditions of this Limited Warranty is invalid and of no force or effect.

Customer Signature

Date

(Warrantor) Furniture Care Protection, 609 S. Kelly Ave, Suite E-8, Edmond, OK 73003

(Claims Processing) 888-705-4001 claims@furniturecareprotection.com