



GUARDSMAN®
Furniture Professionals

YOUR SERVICE AGREEMENT NUMBER:

10-Year Complete Bedroom Furniture, Adjustable Bed Base and Area Rug Protection Plan
Maximum Original Retail Purchase Price: \$30,000

- Keep this Protection Plan and Your sales receipt, which constitutes an integral part of and becomes an addendum to this Protection Plan, in a safe place as You will need these to file a claim under this Protection Plan.
- You must report stains or damage to Us within thirty (30) days after the date that the stain or damage occurred. Notify Us by initiating a claim at guardsman.com or call toll-free (877) 584-GOLD (4653). See section 2. for details.
- Si usted necesita un Plan de Protección en Español, llámenos al (877) 584-GOLD (4653).

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1. Plan Introduction

- 1.1. Welcome to Your Guardsman® Bedroom Furniture, Area Rugs, and Adjustable Bed Base ("Bedroom Furniture") Protection Plan, which helps You enjoy Your Bedroom Furniture without fear. This Plan and Your sales receipt together constitute a service contract between You and Guardsman US LLC ("Guardsman") located at 4999 36th Street SE, Grand Rapids, MI 49512, 616-285-7889 (to file a claim, follow instructions in Section 2.2.). This Plan covers your furniture and area rugs from certain accidental stains and damage from handling and supplements Your adjustable bed base manufacturer's warranty against certain mechanical and structural damage, as described below. This Plan covers Your Bedroom Furniture up to a maximum retail Purchase price of \$30,000.
- 1.2. **Please read all the terms and conditions below so You'll know exactly what this Plan covers and what it doesn't cover**, as there are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us. This Plan does not replace Your maintenance plan, insurance policy, warranty, or benefits provided in a lease-to-own agreement ("LTO") You may have for the Bedroom Furniture covered by this Plan.
- 1.3. Be sure to read Your adjustable bed base manufacturer's warranty to understand what it covers and does not cover, for that might affect Your coverage under this Plan. This Plan supplements Your adjustable bed base manufacturer's warranty by providing additional protection against certain structural and mechanical failure.
- 1.4. You may not transfer this Plan to any other individual or entity. The benefits available to You under this Plan are not available to the lessor under a LTO.
- 1.5. You'll need to retain a copy of this Plan and Your original sales receipt to file a claim; so please keep them in a safe place for Your future use. Both the covered Bedroom Furniture and this Plan must appear on a single sales receipt.

2. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Plan. Your failure to comply may disqualify Your claim.

- 2.1. **Read this entire Plan carefully to see if a stain or damage to Your Bedroom Furniture is covered under this Plan.** We determine the coverage eligibility of a stain or damage to Your Bedroom Furniture on the basis of this Plan document, the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the stain or damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 2.2. **Within thirty (30) days of the date that a stain or damage to Your Bedroom Furniture occurred, You must report that stain or damage to Us.** To report the stain or damage to Us and obtain a claim form, You may either: (a) go to guardsman.com follow the directions for submitting a claim; or (b) Call toll-free (877) 584-GOLD (4653) during normal business hours (Monday through Thursday, 8:30 a.m. to 5:00 p.m. Your local time, Friday 8:30 a.m. to 6:00 p.m., Eastern Time) and We will mail or email a claim form to You. If You fail to receive a claim form by mail or email from Us within 10 days of Your request for a claim form, You must notify Us of that failure.
- 2.3. **Within thirty (30) days of when You report the stain or damage to Us, You must properly complete, sign, and mail the claim form (from paragraph 2.2.) so Guardsman receives it within those thirty (30) days, along with a copy of the sales receipt showing Purchase of both the Plan and the covered Bedroom Furniture, a copy of this Plan, and photos or other documentation that We may request to show the stain or damage for which You are making a claim.**

3. Definitions

The following terms, as used in this Plan, have the special meanings as defined below:

- 3.1. **Adjustable Bed Base** is a multi-hinged bed frame that can be profiled to a number of different positions such as inclining the upper body and raising the lower body independently of each other.
- 3.2. **Bedroom Furniture** includes the furniture purchased for your bedroom which may include wood, fabric, and leather furniture, area rugs, as well as an adjustable bed base that was purchased together, at the same time as purchasing this Plan.
- 3.3. **Cash Settlement:** A Cash Settlement can provide the Purchaser a Settlement amount up to the original Purchase price of the Bedroom Furniture where permitted by applicable law. We are not obligated to offer this option, and You are not obligated to accept it.
- 3.4. **Customer's Own Material ("COM"):** Material or items provided by You for customization of the covered Bedroom Furniture, such as (a) fabric that You Purchased independently and provided for Bedroom Furniture upholstery or (b) a specialized frame.
- 3.5. **Bedroom Furniture and/or Area Rug Set:** Sectionals, dining chair groups, chair and ottoman sets, or identical items with the same SKU number. A set is a single item for purposes of Reselection.
- 3.6. **Lessee:** The person signing and original Lessee under a LTO with Purchase rights.
- 3.7. **Lessor:** The company leasing Bedroom Furniture to Lessee under a LTO.
- 3.8. **LTO:** Acquiring Your Bedroom Furniture through a lease-to-own agreement.
- 3.9. **Matching Pieces:** Furniture items that have identical fabric color and/or print; wood color, finish, inlay, and carving; or other characteristic designs that tie the pieces together as Matching Pieces. Examples of Matching Pieces include but are not limited to: a coffee table with matching end tables, or a sofa and chair with the same fabric and design. Excludes adjustable bed base.
- 3.10. **Plan:** This Protection Plan or service contract between You and Us.
- 3.11. **Purchase:** Acquire and take ownership of the Bedroom Furniture covered by this Plan through a sales transaction; or through a LTO.
- 3.12. **Replacement:** A Replacement replaces the affected area, component, or piece of Bedroom Furniture. We will attempt to match the color to the areas that We have not repaired or replaced. Please understand that dye lots vary and Bedroom Furniture may fade over time, so You might find slight unavoidable differences in color. We reserve the right to use appropriate parts provided by a company other than the original manufacturer, at our sole discretion, whether or not the original manufacturer has parts available.
- 3.13. **Reselection:** Reselection provides a financial credit for You at the store location where You Purchased Your Bedroom Furniture. The amount of the credit will be the original Purchase price of the affected piece of Bedroom Furniture or Bedroom Furniture Set. If the original Bedroom Furniture item is no longer available at the store

location where You Purchased Your Bedroom Furniture, You may select a new Bedroom Furniture item, set, and any Matching Pieces listed on Your original sales receipt. Your Reselection store credit will expire sixty (60) days after We notify You of Your credit. Our obligations under this Plan for a claim for which We provide a Reselection end when We notify You of Your credit. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected piece of Bedroom Furniture under this Plan.

- 3.14. Refund:** A Refund pays You the amount of Your original Purchase price for this Plan, under certain circumstances as indicated in Section 5. Service Procedures of this Plan.
- 3.15.. Seam Separation:** Seam separation is defined as the stitching coming apart in upholstered furniture. Ripping or tearing beside the stitching is not considered seam separation.
- 3.16. Term:** The period beginning on the delivery date of Your Bedroom Furniture covered under this Plan and ending ten (10) years later, or when our obligations under this Plan terminate according to the terms in this Plan document. You may not renew this Plan.
- 3.17. We, Us:** Guardsman US LLC.
- 3.18. You or the Purchaser:** The person who made the original Purchase (as defined in section 3.9.) of this Plan and the Bedroom Furniture covered by this Plan. Any reference to You or Purchaser shall mean the Lessee and not the Lessor under a LTO.

4. Eligibility

- 4.1.** This Plan only covers new Bedroom Furniture that You Purchased and must be:
- 4.1.1.** Free of stains and damage when delivered or installed in Your U.S. or Canadian residence. Preexisting stains and damage are not covered.
- 4.1.2.** For Your personal indoor use only in Your U.S. or Canadian residence. This Plan does not cover Bedroom Furniture that You rent or lease to others, that is left in the care or custody of others, used commercially, or used for other non-residential purposes.
- 4.2. If Your Bedroom Furniture is under a LTO:** Accidental stains and damage reported to Us while Your Bedroom Furniture is under a LTO are only eligible for the services described in paragraphs 5.1.1. and 5.1.2. of the Service Procedures section of this Plan. Any Replacement, Reselection, Refund, or Cash Settlement described in paragraphs 5.1.3., 5.1.4. and 5.1.5. will be paid to the owner of the Bedroom Furniture at the time the Replacement, Reselection, Refund, or Cash Settlement is made. This will be the Lessor if You have not yet acquired ownership of the Bedroom Furniture through LTO. The Lessor is responsible for applying any Refund or Cash Settlement toward Your remaining LTO.

5. Service Procedures

- 5.1.** If Your furniture or area rug is stained or damaged or Your adjustable bed base experiences mechanical or structural failure during the Term, and the type of stain or damage is covered under this Plan, We will provide service using one or more of the following procedures. Our service begins with Step 1 below. If You decide that Step 1 below does not fully address the stain or damage, We will move to one or more of the other Steps below.
- 5.1.1. Step 1. Cleaning Kit for Stains:** We may provide You with a cleaning kit or advice on how You may be able to remove the stain from Your furniture or area rug, if You would like to try removing the stain Yourself. If You do not, or if You decide that method does not fully address Your covered stain and You inform Us by returning the claim form to Us within 30 days of Your reporting the stain to Us, We will move to one of the next steps below.
- 5.1.2. Step 2. Technician Assessment and Service:** If You submit a claim form and a technician may be able to provide service to repair the covered stain or damage, We will send an authorized technician to assess the stain or damage and perform repairs if the technician determines that the stain or damage can be repaired. All repairs will be performed in a professional and workmanlike manner. If the Technician's service does not remove the stain to Your Bedroom Furniture, You must notify Guardsman within 30 days of when the technician serviced Your claim.
- 5.1.3. Step 3. Replacement or Reselection:** If the technician cannot remedy the stain or damage, We will arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where You bought the Plan, or a Refund as described in section 5.1.4.
- 5.1.4. Refund:** If We are unsuccessful in repairing the stain or damage to Your Bedroom Furniture, and We are unable to provide a Replacement or Reselection because, for example, the retail store location where You bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Bedroom Furniture, or You have moved from the original store location's operating area since Your Purchase, We will provide You a Refund of the Purchase price of the Plan rather than a Replacement or Reselection.
- 5.1.5. Cash Settlement:** At our discretion, We may offer You a Cash Settlement, which You can choose to accept instead of a Replacement or Reselection. We are not obligated to offer a Cash Settlement, and You are not obligated to accept it.
- 5.2.** If We provide a Replacement or Reselection, You agree the stained or damaged Bedroom Furniture becomes the sole property of Guardsman. You will surrender possession of the stained or damaged Bedroom Furniture at the time of delivery of the Replacement or Reselection Bedroom Furniture, unless We have agreed to other arrangements with You.
- 5.3.** Replacement, Reselection, Refund or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the stained or damaged area, component, or piece of Bedroom Furniture. A Replacement area, component, piece of Bedroom Furniture and Reselection Bedroom Furniture are ineligible for coverage and future claims under this Plan. However, other original areas, components, or remaining covered Bedroom Furniture continue to be covered, subject to the terms of this Plan.

6. What is Covered

This Plan provides coverage for the following accidental stains or damage that arise from a specific occurrence, except for what is listed in the "What is Not Covered" section.

6.1. Fabric, Leather, or Vinyl Upholstered: Furniture

- 6.1.1.** Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.1.2.** Punctures, cuts, tears, or rips.
- 6.1.3.** A single incident of damage per piece caused by a household pet, except what is specifically excluded in sections 9.2. and 9.3.
- 6.1.4.** Burns that are not caused by a fire.
- 6.1.5.** Cracking and peeling.
- 6.1.6.** Seam separation.
- 6.1.7.** Seam Separation.
- 6.1.8.** Operational or structural failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications. However, these items are covered only if they were previously covered by an original manufacturer's warranty that has expired.
- Note:** Items in 6.1.5. through 6.1.8. are covered whether the damage arises from a specific occurrence or from normal use.

6.2. Wood, Wicker, Rattan, and Other Hard Surface Furniture:

- 6.2.1.** Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.2.2.** Liquid marks and rings.
- 6.2.3.** Breakage.
- 6.2.4.** Scratches, gouges, or chips.
- 6.2.5.** Burns or heat marks that are not caused by a fire.
- 6.2.6.** Checking, cracking, bubbling, or peeling of the finish.
- 6.2.7.** Chips, scratches, and breakage of glass or mirrors.
- 6.2.8.** Loss of silvering on mirrors.
- 6.2.9.** Failure of integral electrical components.
- 6.2.10.** A single incident of damage per piece caused by a household pet, except what is specifically excluded in sections 9.2. and 9.3.
- 6.2.11.** Warping.

6.3. Area Rug:

- 6.3.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.3.2. Punctures, cuts, tears, or rips.
- 6.3.3. Burns that are not caused by a fire.
- 6.3.4. A single incident of damage caused by a household pet, except what is specifically included in sections 9.2. and 9.3.
- 6.4. **Adjustable Bed Base:**
 - 6.4.1. Under this Plan, We will furnish or pay for parts and labor (as described in section 6.4.3.) to repair or replace Your Bed or its component parts that suffer mechanical or structural failure, including:
 - 6.4.1.1. Frames.
 - 6.4.1.2. Welds.
 - 6.4.1.4. Mechanisms (including inclining, reclining, heating, and vibrating).
 - 6.4.1.5. Electrical components (including motors, wiring, and remote operation devices).
 - 6.4.2. We will provide service under this Plan only for damage:
 - 6.4.2.1. Arising from normal usage of Your Bed during the term of the Plan;
 - 6.4.2.2. To a component part of Your Bed that was originally installed by the manufacturer;
 - 6.4.2.3. If the damaged components were covered under the original manufacturer's warranty or an extended warranty covering Your Bed; and
 - 6.4.2.4. That is not listed in the "What is Not Covered" section.
 - 6.4.3. We will provide coverage only for that portion of the original manufacturer's warranty that has expired. For example, if the warranty for labor has expired but the warranty for parts remains in effect, then We will be responsible only for the labor required to repair or replace component parts of Your Bed or to replace Your Bed as provided by this Plan.
- 7. **What is Not Covered** Some causes and some types of stains or damage are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage or service for any of the following.
 - 7.1. **Failure to Perform Your Responsibilities.** Any stain or damage, if You have not fulfilled Your responsibilities as described in this Plan.
 - 7.2. When the actions listed in the "How to File a Claim" have not been followed.
 - 7.3. Any stain or damage that is not specifically listed under Section 6, "What is Covered."
 - 7.4. **Wear-and-tear.** This Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to:
 - 7.4.1. Stains or damage caused by wear.
 - 7.4.2. Scuffing, scrapes, scratches, or other surface abrasions, and surface scratches on leather.
 - 7.4.3. Pilling, pulls, snags, or fraying of fabric or area rug.
 - 7.4.4. Loose joints.
 - 7.4.5. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use rather than from a specific occurrence. This includes, but is not limited to, stains from perspiration, hair oil, or body oil.
 - 7.4.6. The buildup of mechanical or structural failures, including damage that occurs from repeated use, rather than from a particular occurrence. Normal wear and use related to failures or damage occurs, including without limitation to, rust or corrosion, scratches or dents.
 - 7.5. **Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to the following:
 - 7.5.1. Stress tears (tearing or ripping of upholstery within one-half inch of and parallel to the seam line) or fabric flaws.
 - 7.5.2. Fringe on area rugs.
 - 7.5.3. Fading, color loss, or color change.
 - 7.5.4. Loss of foam and/or inner spring resiliency (including body impressions).
 - 7.5.5. Natural leather or manufactured vinyl markings such as, but not limited to, scars, insect bites, brand marks, and wrinkles.
 - 7.5.6. Damage or failure resulting from defects in design, materials or workmanship, except for damage specifically listed in the "What is Covered" section.
 - 7.6. **Ineligible Bedroom Furniture, Components, and/or Area Rug.** This Plan does not cover the following items:
 - 7.6.1. Mattresses.
 - 7.6.2. Any Bedroom Furniture located outside of the United States and Canada.
 - 7.6.2. Suede, embossed, stamped, or exotic leathers or vinyl.
 - 7.6.3. Split-grain leather hides used in seat cushions, back cushions, or arm areas.
 - 7.6.4. "X" cleaning code and non-colorfast fabric (fabric that loses color even when cleaned according to the manufacturer's cleaning instructions).
 - 7.6.6. Stains or damage to Bedroom Furniture that occur prior to delivery, including pre-existing stains or damage to floor samples or other Bedroom Furniture sold "as-is."
 - 7.6.7. Bedroom Furniture areas made or upholstered with the Customer's Own Material (COM). However, non-COM areas or components may be eligible for service.
 - 7.6.8. Damage or mechanism failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise.
 - 7.6.9. Components and mechanisms integrated into Bedroom Furniture, including but not limited to sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks, or others that are not included in Section 6, "What is Covered."
 - 7.7. **Other Items Not Covered.**
 - 7.7.1. Odors, including odors that remain after a visible stain is cleaned.
 - 7.7.2. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, LTO, or other protection plan.
 - 7.7.3. Stains or damage caused during Bedroom Furniture delivery, assembly, installation, or transportation.
 - 7.7.4. Stains or damage caused by structural problems, including but not limited to skylights, roofs, or water pipes; appliance malfunctions, including but not limited air conditioners and water heaters; fire, smoke, flood, other natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity; independent contractors not retained by Guardsman to repair Your Bedroom Furniture, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.
 - 7.7.5. There is no consequential damage or delay in rendering service under the Protection Plan, or loss of use during the period that the product is awaiting parts.
 - 7.7.6. Cleaning, preventative maintenance, or customer education for your adjustable bed base.
 - 7.7.7. Cosmetic damage to Your adjustable bed base, outer casing or other non-operating parts or components.
 - 7.7.8. Non-failure problems of your adjustable bed base, including but not limited to, items not covered, noises, squeaks, etc. Non-recurring issues are not product failures.
 - 7.7.9. Damage to any adjustable bed base for which installation prevents normal service.
- 8. **Non-Household Environments**

This Plan covers Your indoor Bedroom Furniture while You are using it in Your residence. This Plan does not cover stains or damage that occur in non-household environments, including but not limited to:

 - 8.1. Before the Bedroom Furniture is delivered to Your residence; while the Bedroom Furniture is located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage, or between residences.
 - 8.2. Bedroom Furniture that is or has been used for business, commercial, institutional, or rental purposes other than LTO, including but not limited to, Bedroom Furniture used for a daycare center or Bedroom Furniture used in premises rented to others, regardless of the length of the rental period.
- 9. **Improper Maintenance, Care, or Misuse**

It is Your responsibility to take proper care of the Bedroom Furniture and to clean and maintain it by methods recommended by the manufacturer of the covered Bedroom

Furniture. This Plan does not cover:

9.1. Stains or damage caused by:

9.1.1. Failure to care for and maintain the Bedroom Furniture according to the manufacturer's warranty.

9.1.2. Use of Bedroom Furniture for a purpose other than that for which it was designed.

9.1.3. Cleaning methods other than those recommended by the Bedroom Furniture manufacturer. This includes color loss or color change. For a list of codes and their meanings, visit guardsman.com/cleaningcodes. Fabric cleaning codes on upholstered Bedroom Furniture can also be found on the manufacturer's ID tag. For a list of leather types and definitions covered by this Plan, visit guardsman.com/leathertypes.

9.2. This plan provides coverage for one incident of household pet animal damage (beaks, teeth, and claws) per Bedroom Furniture piece (adjustable bed base is excluded).

9.3. Repeated incidents of (pet) animal damage or (pet) animal bodily fluid stains are considered non-accidental occurrences and are not covered under this Plan.

9.4. Bedroom Furniture that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.

9.5. Stains or damage caused by, or resulting in, mold or mildew.

9.6. Stains or damage caused by (a) intentional acts or (b) non-accidental acts or omissions which, in our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, such as, but not limited to, cuts, rips, teething marks, tears, ink, paint, crayon, marker, or pencil damage.

This Plan is governed exclusively by the laws of Michigan without application of its conflicts of laws rules, except to the extent otherwise stated below.

GUARDSMAN IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER SERVICES PROVIDED UNDER THIS PLAN OR ITEM COVERED BY THE PLAN. GUARDSMAN DOES NOT HAVE THE RIGHT TO CANCEL THIS PLAN.

READ THE FOLLOWING ARBITRATION PROVISION ("ARBITRATION PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

You agree that all **claims**, disputes or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this Plan and Your Purchase thereof and (2) the validity, scope, interpretation, or enforceability of the entire **Plan**, this **Arbitration** or any other part of the Plan ("Claim"), shall be resolved exclusively by binding arbitration in Grand Rapids, Michigan in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a single arbitrator, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan. The matters that are the subject of the arbitration shall be governed by the substantive laws of the State of Michigan applicable to contracts made and to be performed therein, without application of any conflicts or choice of law rules, except as expressly stated below, and by the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended ("FAA"). The arbitrator shall have no power or authority to order or grant any equitable remedy, or relief or any remedy or relief that a court could not order or grant under applicable law, and, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan, shall have no authority to award punitive, treble, or any other form of enhanced damages. The arbitrator shall render the award in writing and shall include findings of fact and conclusions of law upon which the award is based. Each party shall pay their own attorneys' fees and expenses relative to arbitration. All costs and expenses of the arbitration (other than the parties' attorney's fees and expenses), including the arbitrator's fees and expenses, shall be allocated between the parties according to the arbitrator's discretion as set forth in the award. The arbitrator's award may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, against the party against whom enforcement is ordered. **You** agree that any arbitration proceeding shall proceed solely on an individual basis without any right for any claims to be arbitrated on a class action, multiple plaintiff, consolidated, or similar basis, or on bases involving claims brought by **You** in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited solely to claims between **You** and **Us** alone. Your Claims may not be joined or consolidated with any claims or disputes involving others. No arbitration award with respect to Your Claim's shall have any preclusive effect as to any **claims** or issues in any disputes with anyone who is not a named party to the arbitration of Your Claims. For CA Residents, the Arbitration Provision is amended to include the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to arbitrate any Claim is solely at Your discretion; (2) If arbitration is elected, this does not waive Your right to file and pursue civil action or complaint; (3) If any statement found within this Plan contradicts this section, this section shall take precedence. For WA residents, any arbitration proceeding shall be held at a location in closest proximity to the service contract holder's permanent residence. For WI and OR residents, any arbitration proceeding shall be held in a WI and OR venue, respectively. For WI and OR residents, the matters that are the subject of the arbitration shall be subject to governed by the substantive laws of WI and OR respectively.

STATE SPECIFIC REQUIRED DISCLOSURES AND TERMS AND CONDITIONS:

Not Insurance; Parties. THIS PLAN IS NOT INSURANCE. Coverage afforded under this Plan is not guaranteed by any state Property & Casualty Insurance Guaranty Association. There is no deductible under the Plan. Rights under the Plan, including the right to return, cancel or void the Plan, may not be sold or transferred and apply only to the original Purchaser. Your Sales Receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by and the Purchase price of this Plan, are incorporated into this Plan by reference. Guardsman is the Obligor and Plan provider. We do not use an independent administrator for administering the Plan, although the retailer from whom You Purchased it may provide You with certain Services as described in this service contract. **CA RESIDENTS:** Guardsman Industries LLC is the administrator and Guardsman is the Obligor with respect to **CA**, located at 4999 36th Street SE, Grand Rapids, MI 49512.

Service Requests & Emergency Repairs. Service requests are fulfilled only when a Guardsman approved service technician makes the repair. This Plan does not provide for 24 hour emergency repairs except in **AR, MO, OR, SC, UT, and WA**. In those states, if the covered item under the Plan requires a need for emergency repair to the covered item under the Plan and a repair cannot be performed by Guardsman during its normal business hours, Monday-Thursday, 8 a.m.-5 p.m., and Friday, 8 a.m.- 4 p.m., Your local time, You may obtain Services for such emergency repair from Guardsman or any qualified service provider, and Guardsman will reimburse You up to the amount of Guardsman's negotiated service rate with its approved service technician for the reasonable and customary costs You incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Plan.

Right to Return and Return Period. If You Purchased the Plan in **AL, AR, CO, MA, ME, MN, MO, NJ, NM, NY, NV, SC, WA or WY**, You may return the Plan to the retailer from whom You Purchased it for a full Refund of its Purchase price within 20 days after Our mailing date of the Plan to You if You received the Plan by mail or 10 days after delivery of the Plan to You at time of sale by the retailer from whom You Purchased the Plan if, except as provided below, You have not made a claim during the Return Period under the Plan. You may return the Plan to the retailer from whom You Purchased it for a full Refund of its Purchase price. You do not have the right to return the Plan after the expiration of the applicable return period, or have the right to return or cancel the Plan if You return the product covered or it is sold, lost, stolen, or destroyed, except as provided below. In **CA**: within 60 days after Your receipt of the Plan, but, if You have made a claim under the Plan during the 60 day Return Period, the Refund will be reduced by the claim amount. In **HI**: within 30 days after Our mailing date of the Plan to You if You receive the Plan by mail or 20 days after delivery of the Plan to You at time of sale by the retailer or seller from whom You Purchased the Plan. In **IL**: within 30 days after Your Purchase of the Plan, reduced by a return fee amount We will charge You which will be the lesser of 10% of the Purchaser price of the Plan or \$50.00. In **MD**: within 20 days after Our mailing date of the Plan to You if You receive the Plan by mail or delivery of the Plan to You at time of sale by the retailer or seller from whom You Purchased the Plan. In **TX**: within 30 days after Your Purchase of the Plan, but, if You have made a claim under the Plan during the 30 day Return Period, the Refund will be reduced by the claim amount. In **VT**: within 20 days after Your receipt of the Plan. In **WI**: within 15 calendar days after delivery of the Plan to You.

Return Refund Penalty. If You Purchased the Plan in **AL, AR, CO, HI, MA, MD, ME, MN, MO, NJ, SC, TX, VT or WY** and You are entitled to a return Refund, if We do not send Your Refund payment within 45 days after You return the Plan, We will also pay You a penalty of 10% of the Purchase price of the Plan for each month after that 45 day period until We send Your Refund payment. If You Purchased the Plan in **CA, NM, NV, NY or WA** and You are entitled to a return Refund, if We do not send Your Refund payment within 30 days in **CA, NY and WA**; 45 days in **NV**; and 60 days in **NM** after You return the Plan, We will also pay You: In **CA**: interest of 10% per annum on the Refund amount due for each 30 day period (or fraction thereof) after that first 30 day period until We send Your Refund payment. In **NM**: a penalty of 10% of the Purchase price of the Plan for each 30 day period after that 60 day period until We send Your Refund payment. In **NV**: a penalty of 10% of the Purchase price of the Plan for each 30 day period after that 45 day period until We send Your Refund payment. In **NY and WA**: a penalty of 10% of the Purchase price of the Plan for each month after that 30 day period until We send Your Refund payment.

Right to Cancel After Return Period. You may cancel the Plan after the applicable Return Period in Your state (whether or not You have made a claim under the Plan during the Return Period) if You reside in **AL, AZ, CA, IL, OK or TX**. You must provide written notice of cancellation to Guardsman, and Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the time remaining under its Term less: In **AL**: an administrative fee of \$25.00. In **AZ**: Guardsman's administrative expenses associated with the cancellation. In **CA**: less any claims paid or cost of repairs previously made under the Plan and a cancellation fee equal to the lesser of 10% of the Plan's Purchase price or \$25.00. If We do not send Your Refund payment within 30 days after You cancel the Plan, We will also pay You interest of 10% per annum on the Refund amount due for each 30 day period (or

fraction thereof) after that first 30 day period until We send Your Refund payment. In **IL**: any claims paid or cost of repairs previously made under the Plan and less a cancellation fee equal to the lesser of 10% of the Plan's Purchase price or \$50.00. In **OK**: any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding \$50.00. In **TX**: any claims previously paid under the Plan and less a cancellation fee not exceeding \$50.00. If We do not send Your Refund payment within 45 days after You cancel the Plan, We will also pay You interest of 10% per annum on the Refund amount due for each month after that 45 day period until We send Your Refund payment. You may cancel the Plan after the applicable Return Period in Your state (whether or not You have made a claim under the Plan during the Return Period) if You reside in **GA, ME, or NV** as follows: In **GA**: You must demand cancellation of the Plan and surrender it to Guardsman, and Guardsman will Refund You the excess of the Plan's Purchase price above the customary short rate for the expired number of days of the Plan. You are entitled to make a direct claim against the insurer that insures Guardsman's obligations under the Plan upon Guardsman's failure to pay any claim or Refund amount owed to You within 60 days after proof of loss or notice of cancellation has been filed with Guardsman. In **ME**: You must provide written notice of cancellation to Guardsman 15 days prior to the date of cancellation of the Plan, containing the date of cancellation and reason for cancellation, and Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the number of days remaining under its Term less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding 10% of the Plan's Purchase price. In **NV**: Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the time remaining under its Term and a cancellation fee equal to the lesser of 10% of the Protection Plan's Purchase price or \$25.00. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund paid pursuant to this Plan. You do not have the right to recover any consequential damages related to this Protection Plan against Guardsman or any of its affiliates.

Full Faith & Credit; Reimbursement Insurance. GUARDSMAN'S OBLIGATIONS UNDER THIS PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND (EXCEPT IN CERTAIN STATES AS SPECIFIED BELOW) ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. CA, CO, CT, FL, GA, IA, IN, ME, NJ, NV, NY, OH, OK, SC, TN, UT, WA, WI, & WY RESIDENTS: Obligations of the Provider under the Plan are insured and guaranteed by a reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Av., Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent, is otherwise unable to, or fails to pay or provide service for any claim within 60 days of Your filing proof of loss with Guardsman, You may make a claim under the reimbursement policy directly to Old Republic by calling 866-427-3767. In **WA**, You have a right to make a direct claim to Old Republic for a covered claim. In **AL, HI, IL, KY, NM, OR, TX, & VA**, the Plan is backed by the Full Faith and Credit of The Sherwin-Williams Company and You have a right to make a direct claim to The Sherwin-Williams Company, 101 W. Prospect Ave., Cleveland, Ohio 44115, 216-566-2000 for a covered claim.

Unresolved Disputes. CT, NH, TX, & SC RESIDENTS: If You have an unresolved complaint or dispute under the Plan, or questions concerning Guardsman or its regulation as a service contract provider, You may contact or file a complaint with Your state insurance regulatory authority. **CT**: Consumer Affairs Division of the Connecticut Insurance Dept. State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. **NH**: New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 603-271-2261. **TX**: Texas Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711 or call 800-578-4677. **SC**: South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or call 803-737-6227.

FL RESIDENTS: The Plan does not provide coverage for accidental damage from handling or operational or structural failure.

NM RESIDENTS Final contract price to be determined prior to presentation to consumer for signature.

WI RESIDENTS: Wisconsin residents are not required to report damage within 30 days as stated under the "How to File a Claim" Section, on page 1; however notice of loss should be made as soon as reasonably possible and within 1 year from the date of loss.

WA and WI RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Governing Law.

For **NV** residents, this Plan, including the Arbitration section, shall be governed by the laws of Nevada.

UT RESIDENTS: Your failure to give any notice or file any proof of loss to Guardsman required by the Plan within the timeframe specified in sections 2.2., 2.3., 5.1.1., and 5.1.2., of the Plan does not invalidate a covered claim, if You show that it was not reasonably possible to give notice of or file proof of loss within the prescribed timeframe and that notice was given or proof of loss was filed with Guardsman as soon as reasonably possible.

The Arbitration Provision above is replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU AND GUARDSMAN MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION RULES FOR NON-ADMINISTERED ARBITRATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM GUARDSMAN. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND GUARDSMAN. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. Arbitrations are governed by Utah substantive laws, rather than Michigan laws.

Emergency services are available per the **Service Requests & Emergency Repairs** section above.

The Provider's obligations under the plan are insured and guaranteed by a reimbursement insurance policy per the **Full Faith & Credit; Reimbursement Insurance** section above.

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901.