

SERVICE AGREEMENT

Terms & Conditions

Administered by Warrantech Consumer Product Services, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-800-228-2731

Thank you for purchasing the BrandsMart Extended Service Plan!

We hope You enjoy the added comfort and protection this Service Agreement provides. The information contained in this important terms and conditions document (the “Service Agreement”, “Agreement”) is intended to be Your guide in knowing what is covered and how coverage works under Your Plan. If You ever need assistance regarding Your Agreement, contact the Administrator at any time. Be sure to keep this Agreement document and Your Sales Receipt/Invoice together, as they will come in handy when You have a Claim!

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to www.MyProtectionPlan360.com and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.

FOR FAST CLAIM SERVICE VISIT
www.MyProtectionPlan360.com

DEFINITIONS

Throughout this Service Agreement, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (In Florida: this Service Agreement is an agreement between You and WCPS of Florida, Inc., License No. 80202, 2200 Highway 121 Suite, 100, Bedford, TX 76021).
- **“Administrator”:** the party authorized by Us who is responsible for administrating benefits to You in accordance with the terms and conditions of this Service Agreement, Warrantech Consumer Product Services, Inc., P.O. Box 1189, Bedford, TX 76095; 1-800-228-2731 (In Florida: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”:** the party authorized by Us to sell this Service Agreement to You.
- **“You”, “Your”:** the purchaser of this Service Agreement who is to receive the coverage provided hereunder.
- **“Covered Product(s)”, “Product(s)”:** the eligible furniture item(s) purchased by You that is/are to be covered under this Service Agreement.
- **“Product Purchase Price”:** the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **“Plan”:** the specific “COVERAGE PLAN OPTION” under this Agreement that You have selected and purchased, as confirmed on Your Sales Receipt/Invoice.
- **“Sales Receipt/Invoice”:** the receipt document (paper or e-mail) provided to You as proof of Your Agreement purchase that confirms the Plan selected by You, coverage Term, any applicable Deductible and the purchase date of this Service Agreement.]
- **“Term”:** the period of time in which the provisions of this Service Agreement are valid, as indicated on Your Sales Receipt/Invoice.
- **Manufacturer’s Defect:** the breakdown of a covered component specifically listed below under Your Plan, that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer’s materials or workmanship occurring during normal use of the Product, and NOT due to normal wear and tear.
- **“Power Surge”:** damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Claim”:** a request for service under the provisions of this Agreement sent by You.
- **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving covered services under this Service Agreement (if any).

TERRITORY

THIS SERVICE AGREEMENT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii. **NOTICE: the following jurisdictions are expressly EXCLUDED and this Service Agreement is NOT VALID IN: Wyoming, all outlying U.S. territories (including but not limited to Puerto Rico), and all Canadian provinces/territories.**

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Agreement, the item must:

- ✓ Be purchased as new from an authorized Retailer, manufactured for use in the United States, and come with a valid U.S. manufacturer’s warranty;
- ✓ Be solely intended for normal residential use; including home office settings, and NOT be used for resale, rental, non-residential, in-home daycare business, educational institution, enterprise or business capacity; and
- ✓ NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Agreement.

Additionally, the item must be one of the following types of furniture:

- ★ Fabric upholstered furniture
- ★ Microfiber upholstered furniture
- ★ Leather upholstered furniture (*applicable to Indoor Furniture Plan only*)
- ★ Vinyl upholstered furniture
- ★ Wood or other hard surface furniture
- ★ Glass-tops for tables
- ★ Table umbrellas (when designed to be used in conjunction with the eligible table and purchased as an all-in-one complete set)
- ★ Mirrors
- ★ Adjustable Beds (**NOTE: mattresses are NOT eligible**)
- ★ Adjustable Massage Chairs

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

IMPORTANT PRODUCT INFORMATION

In the event Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call toll free 1-800-228-2731 as soon as possible to update Your coverage information with the make, model, and serial number of the exchanged product. (*NOTE: Your original Agreement Term does not extend in these cases*)

AGREEMENT TERM – EFFECTIVE DATE OF COVERAGE

TERM of Your Plan is two (2) years from the Product purchase date (or delivery date, if different).

COVERAGE under Your Plan becomes effective at different times; depending on whether Your Claim is: (a) a Manufacturer's Defect that is still covered under the manufacturer warranty; (b) a Manufacturer's Defect that is no longer covered under the manufacturer warranty because it has expired; or (c) a covered occurrence that is NOT a Manufacturer's Defect (such as an ADH event or Power Surge event, as applicable to Your Plan).

1. **Coverage for damages to Your Product resulting from a covered occurrence that is NOT a defined Manufacturer's Defect** begins on Your Contract purchase date (or Product delivery date, if different) and continues for the Term shown on Your Sales Receipt/Invoice.
2. **Coverage for a defined Manufacturer's Defect does not become effective until the manufacturer warranty has expired.** Upon expiration of the manufacturer warranty, coverage for a Manufacturer's Defect becomes effective and continues for the *remainder* of the Term shown on Your Sales Receipt/Invoice.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

In accordance with the AGREEMENT TERM-EFFECTIVE DATE OF COVERAGE provision outlined above, in the event of a covered Claim for an eligible Product this Agreement provides for the services described in the "COVERAGE PLAN OPTION" section below, as applicable to Your purchased Plan and Covered Product.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED": Coverage described in this Service Agreement will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Agreement; regardless of the manufacturer's ability to fulfill its obligations.

ALL COVERAGE PROCLAIMED UNDER THIS SERVICE AGREEMENT IS EXPRESSLY SUBJECT TO THE "EXCLUSIONS" AND "LIMIT OF LIABILITY" PROVISIONS. PLEASE READ THESE SECTIONS CAREFULLY!

- ▶ **About Repairs.** If Your original Product is eligible for repairs, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product. At the Administrator's sole discretion, repair service to Your Product may be fulfilled in the form of repair advice, a stain-removal package shipped to You to aid in stain removal, or dispatch of a professional servicing technician to Your location (*see HOW TO FILE A CLAIM and HOW COVERED SERVICES WILL BE PROVIDED sections for further details*).
- ▶ **About Replacements.** If We determine that Your original Product needs to be replaced, We will make every reasonable effort to replace it with the same product; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand, model, color or size as Your original Covered Product, and may be new, used, or refurbished.

NOTICE: If the Covered Product is comprised of multiple items forming a matching set, once an affected piece has been replaced, that replacement piece will not be eligible for coverage under this Service Agreement; however, any/all remaining original Products that are unaffected will continue to be covered for the remainder of Your Agreement Term. We will not replace or provide compensation for any unaffected Products that do not match a replacement item that We may provide. Any/all parts, components, or entire units for which We provide replacement will automatically become Our property entirely.
- ▶ **About Reimbursements.** If We decide that providing You with reimbursement towards the replacement of Your original Covered Product is best, such reimbursement may come in the form of a store credit that must be used at the original Product purchase location, check, Retailer store credit, or gift card, and the value of such will in no event exceed the LIMIT OF LIABILITY of this Contract.

COVERAGE PLAN OPTIONS

(As indicated on Your Sales Receipt/Invoice and applicable to You)

A. INDOOR FURNITURE PLAN: This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:

Components covered under Manufacturer's Defect and Power Surge (as applicable to Your Product):

- ▶ Zippers or buttons
- ▶ The following *manual or electrical* mechanisms: sleeper, reclining/inclining (including hand wands/levers), heating, and vibrating
- ▶ Integral electrical components
- ▶ Frame
- ▶ Loss of silvering on mirrors
- ▶ Power cord (when attached/embedded within the Product and essential to the basic function of the Product)
- ▶ Remote (including attaching cord, when applicable)

Additionally, this Plan covers the following specific types of single-incident accidental damage from handling ("ADH"):

Accidental STAINS caused by:

- Cosmetics
- Dye transfer
- Food or beverages
- Human or pet urine
- Ink
- Nail polish or nail polish remover

Accidental DAMAGE resulting in:

- Breakage of the following *manual or electrical* mechanisms: sleeper, reclining/inclining (including hand wands/levers), heating, and vibrating
- Breakage of integral electrical components
- Breakage of frame
- Burns or singe marks (caused by brief contact with flame or heat)
- Gouges or chips that penetrate the finish exposing the under layer
- Liquid marks or rings
- Breakage, chips, or scratches of glass or mirrors
- Checking, cracking, bubbling or peeling of finish
- Punctures, cuts, or rips

B. OUTDOOR/PATIO FURNITURE PLAN: This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:

Components covered under Manufacturer's Defect (as applicable to Your Product):

- ▶ Zippers or buttons
- ▶ The following *manual* mechanisms: rocker, swivel, glide, or recline
- ▶ Frame

Additionally, this Plan covers the following specific types of single-incident accidental damage from handling ("ADH"):

Accidental STAINS caused by:

- Cosmetics
- Dye transfer
- Food or beverages
- Human or pet urine
- Ink
- Nail polish or nail polish remover

Accidental DAMAGE resulting in:

- Breakage of frame
- Breakage of rocker, swivel, glide and recline mechanisms
- Burns or singe marks (caused by brief contact with flame or heat)
- Gouges or chips that penetrate the finish exposing the under layer
- Liquid marks or rings
- Breakage, chips, or scratches of glass
- Lifting, warping, checking, cracking of wood
- Punctures, cuts, or rips (**NOTE: does not apply to patio umbrellas**)

C. **ADJUSTABLE BED PLAN:** This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:

Components covered under Manufacturer's Defect and Power Surge (as applicable to Your Product):

- ▶ Electric motor
- ▶ The following manual or electrical mechanisms: sleeper, reclining/inclining (including hand wands/levers), heating, and vibrating
- ▶ Power cord (when attached/embedded within the Product and essential to the basic function of the Product)
- ▶ Remote (including attaching cord, when applicable)

NOTE: This Plan does NOT provide coverage for any accidental damage from handling, including stains.

D. **ADJUSTABLE MESSAGE CHAIR PLAN:** This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:

Components covered under Manufacturer's Defect and Power Surge (as applicable to Your Product):

- ▶ Electric motor
- ▶ The following manual or electrical mechanisms: sleeper, reclining/inclining (including hand wands/levers), heating, and vibrating
- ▶ Power cord (when attached/embedded within the Product and essential to the basic function of the Product)
- ▶ Remote (including attaching cord, when applicable)

Additionally, this Plan covers the following specific types of single-incident accidental damage from handling ("ADH"):

Accidental STAINS caused by:

- Dye transfer
- Food or beverages
- Human or pet urine
- Ink
- Nail polish or nail polish remover

Accidental DAMAGE resulting in:

- Breakage of the following manual or electrical mechanisms: sleeper, reclining/inclining (including hand wands/levers), heating, and vibrating
- Burns or singe marks (caused by brief contact with flame or heat)
- Punctures, cuts, or rips

DEDUCTIBLE

You are not required to pay a Deductible prior to receiving service under this Agreement.

HOW COVERED SERVICES WILL BE PROVIDED

When You file a Claim, the Administrator will advise which of the following is applicable to Your Plan and will provide instructions for how to proceed for servicing. After eligibility is confirmed, service to Your Product may be fulfilled in the form of repair advice, a stain-removal package shipped to You to aid in stain removal, or dispatch of a professional servicing technician; at the Administrator's sole discretion. To determine which service is best suited for Your situation, the Administrator may request photos of the affected Product.

Depending on the nature of Your Claim, the Administrator will coordinate the following:

- For a stain-related covered Claim, a professional cleaning solution package may be sent to You prior to the Administrator arranging for service at Your residence. Should this not resolve the stain damage to Your Product, the Administrator may then arrange for a professional technician to service the problem at Your residence, at no additional cost to You.
- For a non-stain related covered Claim, a professional technician may be sent to service the problem at Your residence (at no additional cost to You). In the event the Administrator arranges for Your Covered Product to be serviced at Your residence, You must ensure the following: (1) accessibility to the Covered Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 present for the entire period of time in which Our authorized technician is on Your property for arranged service.

In the event the Administrator dispatches a servicing technician to Your residence and it is then determined that servicing/repair must be made off-site, such will be performed at no additional cost to You. NOTICE: Service at Your residence will only be provided by Our authorized service technician during regular business hours, local time, Monday through Friday (excluding USA holidays).

Be sure to review the IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED" section; especially, "About Repairs", "About Replacements" and "About Reimbursements".

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan. In order for a Claim to be considered, You must contact the Administrator first for Claim approval and authorization. You are required to report any damages to or breakdown of Your Covered Product within thirty (30) days of discovery. THIS AGREEMENT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS AGREEMENT:

1. Go online to www.MyProtectionPlan360.com/BrandsMart or call toll-free 1-800-228-2731 with Your Sales Receipt/Invoice readily available. Available 24/7.
2. Explain the problem with Your Product, the date of discovery, and provide the Administrator any additional information/documentation in order to validate Your Claim; which may include submitting photos of the damage/problem.
3. After confirmation of Claim eligibility under Your Plan, the Administrator will issue Claim authorization along with additional information regarding how Your Product will be further serviced (*refer to the HOW COVERED SERVICES WILL BE PROVIDED section above for further details*).

In the event the Agreement Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Agreement.

LIMIT OF LIABILITY

- ▶ **SINGLE COVERED PRODUCT MAXIMUM:** For any one Covered Product, the maximum amount that We are obligated to pay, at Our discretion, is the LESSER of the cost of: (a) authorized repairs; (b) a replacement; or (c) reimbursement.
- ▶ **AGGREGATE COVERED PRODUCT MAXIMUM:** Cumulatively, the maximum amount that We will pay for all Covered Products shall not exceed the sum of all Product Purchase Prices shown on Your Sales Receipt/Invoice, or \$15,000 – whichever is LESS.

NOTE: Payment may be fulfilled in the form of repairs, replacement or reimbursement (See "About Repairs", "About Replacements", and "About Reimbursements" provisions under the IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED" section.)

THE RETAILER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OR SERVICES IN ASSOCIATION WITH THIS AGREEMENT.] ADDITIONALLY, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM A MANUFACTURER'S DEFECT OR OTHERWISE COVERED CLAIM, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE FOR THE COVERED PRODUCT, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

THE FOLLOWING TYPES OF FURNITURE ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS AGREEMENT:

1. Ready-to-assemble ("RTA") furniture;
2. Rattan, bamboo, wicker, woven resin, nubuck, suede, silk, "X" coded and/or non-color fast fabrics;
3. Velvet or velvet types of furniture;
4. Orlon furniture;
5. Mattresses of any kind;
6. Items with protective finishes;
7. Items made or upholstered with Your own material;
8. Standalone patio umbrellas;
9. Table Umbrellas (UNLESS such were provided by manufacturer and intended for use with the eligible table furniture, and purchased as an all-in-one complete set);
10. Lamps, decorative items, robotics, TV lifts, electronics, USB ports, electrical outlets, or clocks; or decorative items – including but not limited to accessory pillows, accents, and seat cushions (regarding seat cushions only: this exclusion does NOT apply if such seat cushions are (i) provided by the manufacturer as an essential component for the basic function of the Covered Product, and (ii) purchased as an all-in-one complete set); and
11. Any accessories and/or add-on options purchased separately and not essential to the basic function of the Product.

ADDITIONALLY, AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS AGREEMENT DOES NOT COVER ANY FAILURE/BREAKDOWN, DAMAGE, REPAIRS, OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

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| <p>A) Any item that is sold as-is, pre-owned, showroom-displayed, distress sale or a going-out of business sale;</p> <p>B) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to damages or defects associated with the Covered Product that existed before this Agreement was purchased);</p> <p>C) Any item that has been used in a rental, non-residential, in-home daycare business, educational institution, enterprise or business capacity;</p> <p>D) Shipping or delivery charges associated with the initial purchase of the Covered Product;</p> <p>E) Initial installation and assembly</p> <p>F) Removal/disposal of any NON-Covered Product;</p> <p>G) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;</p> <p>H) Any item that is not a part of a covered Claim, or any item that was not included with the purchase of this Service Agreement;</p> <p>I) Servicing of the Covered Product in association with a non-covered Claim;</p> <p>J) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;</p> <p>K) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Product; including, but not limited to: chargers, batteries, fuses and connectors, and power supply units including attaching cords; (ONLY FOR OUTDOOR FURNITURE PLAN);</p> <p>L) Routine, periodic or preventative maintenance;</p> <p>M) Normal wear and tear; including but not limited to: scuffing, scrapes or surface abrasions that do not penetrate through the Product's finish; softening of cushions conforming to the shape of the user (body impressions); soiling buildup that accumulates over time from repeated use (such as stains from perspiration, body oil or hair oil); and loosening of chair legs, rungs or joints;</p> <p>N) Anything that is covered under other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Agreement;</p> <p>O) Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs;</p> <p>P) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse of structure, breakage of skylights, roofs or water pipes; appliance malfunctions including but not limited to air conditioners and water heaters; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke; explosion or collision of or with another object; nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;</p> <p>Q) Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Product;</p> <p>R) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by the Administrator;</p> <p>S) Any item that has been confirmed by Our authorized servicer to have removed or altered serial numbers;</p> | <p>T) Stains or damage caused by transit, delivery, redelivery, movement between residences or storage performed by anyone other than a service center/technician authorized by the Administrator;</p> <p>U) Stains or damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by the Administrator specifically for use with the Covered Product) or lack of compliance with the provisions of the manufacturer's warranty;</p> <p>V) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in a manner that would cause coverage under the manufacturer's warranty to be voided, or use of the Product in a manner that is inconsistent with its design or manufacturer specifications;</p> <p>W) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;</p> <p>X) Abuse (<i>meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown</i>), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;</p> <p>Y) Odors, including odors that remain after a visible stain is cleaned;</p> <p>Z) Human or pet bodily fluids (UNLESS OTHERWISE STATED AS COVERED UNDER YOUR PLAN);</p> <p>AA) Pet/animal damage, such as damage from teeth, claws, or beaks;</p> <p>BB) Dye transfer (UNLESS OTHERWISE STATED UNDER YOUR PLAN), dye lot or texture variation;</p> <p>CC) Fading of the upholstery, color loss, and/or discoloration;</p> <p>DD) Flattening of nap, pilling, snags or fraying/matting of material, or shrinking of material;</p> <p>EE) Stress tears (tearing or ripping of upholstery within one-half inch (1/2") of and parallel to the seam line);</p> <p>FF) Wood surface scratch, dent, chip or gouge that does not penetrate through the finish;</p> <p>GG) Leather surface scratches that do not penetrate through the upholstery;</p> <p>HH) Peeling of any kind of leather;</p> <p>II) Nicks, scratches or wrinkles that are inherent to the leather/hide and were present at time of Product purchase;</p> <p>JJ) Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber;</p> <p>KK) Stains or damage from acid, bleach, caustic solutions, mildew, mold or recurring damage;</p> <p>LL) Correction for dye lot or texture variations arising from the service or replacement of any part of a Covered Product or the replacement of an entire Covered Product;</p> <p>MM) Reprogramming or any kind of data transfer or loss;</p> <p>NN) Any service performed in conflict with the TERRITORY provision of this Service Agreement; and</p> <p>OO) <u>IN ADDITION TO THE ABOVE (AS APPLICABLE TO TABLE UMBRELLAS), THE FOLLOWING SPECIFICALLY APPLIES TO TABLE UMBRELLA COVERED PRODUCTS: punctures, cuts or rips.</u></p> |
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IMPORTANT: IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR AND SHIPPING COSTS.

CANCELLATION

You may cancel this Agreement at any time by informing the Administrator *orally or in writing* of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Agreement only. **NO CANCELLATION FEE APPLIES.**

IF YOU CANCEL THIS AGREEMENT:

- Within 30 days of the Agreement purchase date, You will receive a 100% refund of the full Agreement Purchase Price paid by You, minus any Claims paid by Us (except in Georgia, Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.
- After 30 days from the Agreement purchase date, You will receive a pro-rata refund of the Agreement Purchase Price paid by You, minus any Claims paid by Us (except in Georgia, Missouri & Nevada where Claims deduction is prohibited). And, If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS AGREEMENT FOR:

- Non-payment of the Agreement purchase price/fee by You;
- Material misrepresentation by You; or
- Substantial breach of duties under this Agreement by You in relation to the Covered Product or its use.

If We cancel this Agreement, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Agreement, You will receive a refund based upon the same criteria as outlined above.

NOTICE: In the event the purchase of this Agreement was financed, any refund due will be provided to the financial institution as their interest may appear.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Service Agreement will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

INSURED AGREEMENT

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 3rd Floor, New York, NY 10022 and You may contact them toll-free at (855) 438-2390. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.

RENEWABILITY

This Service Agreement is not renewable.

TRANSFERABILITY

This Service Agreement cannot be transferred to any other party or item.

ENTIRE AGREEMENT

This Service Agreement; including Your Sales Receipt/Invoice, terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Agreement that conflicts with the laws of the state in which this Agreement was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Agreement to the contrary.

THIS SERVICE AGREEMENT IS NOT AVAILABLE OR VALID IN WYOMING OR PUERTO RICO.

Alabama: AMT Warranty Corp. is the Provider under this Service Contract. CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonable have been known by Us or the Retailer. CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-228-2731 or by visiting www.MyProtectionPlan360.com/BrandsMart. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/BrandsMart any time. Failure to obtain prior authorization may result in non-payment.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be

refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Starr Indemnity & Liability Company at 399 Park Avenue, 3rd Floor, New York, NY 10022, or by calling (855) 438-2390. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the purchased of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. EXCLUSIONS (WHAT IS NOT COVERED) – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. EXCLUSIONS (WHAT IS NOT COVERED) – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico: GUARANTY is amended to include: This service contract is insured by Starr Indemnity & Liability Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Starr Indemnity & Liability Company at (855) 438-2390 or 399 Park Avenue, 3rd Floor, New York, NY 10022. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: The Service Warranty Association is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, Oklahoma Identification #44198980. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-228-2731 or by visiting www.MyProtectionPlan360.com/BrandsMart. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/BrandsMart any time. Failure to obtain prior authorization may result in non-payment. CANCELLATION is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. NOTICE: As used in the "PRIVACY AND DATA PROTECTION" section of this Contract, the word "data" refers to non-proprietary information

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the

insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. EXCLUSIONS (WHAT IS NOT COVERED)– What is excluded from coverage is limited to that which is expressly stated under the “EXCLUSIONS (WHAT IS NOT COVERED)” section of this Service Contract which occurred while owned by You. GUARANTY is amended to include: A contract holder is entitled to apply directly to Starr Indemnity & Liability Company, located at 399 Park Avenue, 3rd Floor, New York, NY 10022 or (855) 438-2390 for refund, payment or performance due.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to “Service Agreement/Agreement” are hereby deleted and replaced with “Service Contract”. CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Starr Indemnity & Liability Company, located at 399 Park Avenue, 3rd Floor, New York, NY 10022 or (855) 438-2390 for reimbursement, payment or provision of this Service Contract.

Wyoming: This service contract is not available in Wyoming.