

SMART CHOICE

Premium Combination 3-Year Protection Plan Agreement

Agreement Number:

This form describes the protection You will have in return for the payment made by You. This Agreement applies to Covered Products with a total retail cost of \$50,000 or less before sales tax and delivery charges.

1. DEFINITIONS:

- A) "Obligor," "We," "Us" and "Our" mean the company obligated under this Agreement, National Product Care Company, 175 West Jackson Blvd., Chicago, Illinois 60604, except in Arizona, Florida and Oklahoma, where it is SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd., Chicago, Illinois 60604; in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604. In Florida, the license number is 80173.
- B) "You" and "Your" mean the purchaser of the Covered Product(s).
- C) "Administrator" means Montage, Inc., 4035 Park East Court SE, Suite 300, Grand Rapids, MI 49546, 1-800-686-5559.
- D) "Selling Retailer" means the entity selling the Covered Product and this Agreement.
- E) "Covered Product" means the consumer item(s) which You purchased concurrently with and is/are covered by this Agreement.
- F) "Agreement" means the coverage terms, conditions, limitations and exclusions set forth herein, together with the sales receipt provided to You by the Selling Retailer.
- G) "Purchase Price" means the original Purchase Price for the Covered Product, paid by You to the Selling Retailer, excluding tax and delivery costs.

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2. REPAIR PLAN:

In return for the payment made by You, We will provide the following coverage:

(1) Term:

The term of this Agreement begins on the date of delivery of Your Covered Product and continues for the **three (3)** year period following the delivery date. Any coverage in this Agreement which replicates coverage provided by a manufacturer's warranty will only take effect upon the expiration of such warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product is effective upon the date of delivery of the Covered Product.

(2) Coverage:

Through the Administrator, We will repair or replace the Covered Product, at Our discretion, when required due to: Mechanical and structural breakdowns to fabric, leather, vinyl upholstery or solid surface furniture as a result of:

- Breakage of frames, panels or springs.
- Breakage of sleeper, recliner, lifting, heating and/or vibrating mechanisms.
- Failure of integral electrical components.
- Lifting or incident-specific chipping of veneers or laminates exposing the substrate.
- Warping.
- Loss of silvering on mirrors.

A specific post-delivery incident which occurs during normal residential use resulting in accidental damage, including:

- All stains, including dye bleed and dye transfer onto or into upholstery fabric, leather or vinyl.
- Punctures, rips or burns.
- Liquid marks or rings.
- Household heat marks.
- Gouges, dents, scratches or chips that penetrate the finish exposing the substrate.
- Damage caused by nail polish remover.
- Checking, cracking, bubbling or peeling of finish caused by a specific incident.
- Glass or mirror chipping, breakage or scratches.

If possible, We will order, from the Selling Retailer, replacement part(s) or complete product(s), as necessary, to fulfill the coverage provided under this Agreement. Such part(s) or complete product(s) will be new and of the same make and model as Your Covered Product unless the Selling Retailer is unable to supply such products. In this case, You will select and, if approved by Us, We will order, from the Selling Retailer, new replacement part(s) or complete product(s) with features similar to those of Your Covered Product, up to, but not to exceed, the Purchase Price.

In the event some, but not all, of Your Covered Product is replaced, coverage will continue for the remaining term of this Agreement for any part(s) or complete product(s) that have not been replaced. However, there will be no further coverage for any part(s) or complete product(s) that are replaced hereunder and the part(s) or complete product(s) which We provide to replace any Covered Product will not be covered under this Agreement, nor will they be eligible for coverage under a new Agreement.

In the event the Selling Retailer where you purchased Your Covered Product is unwilling or unable, for any reason, to supply (i) part(s) or complete product(s) of the same make and model as Your Covered Product, or (ii) replacement part(s) or complete product(s) with features similar to those of Your Covered Product that are satisfactory to You (not to exceed the Purchase Price), We will refund the original purchase price of this Agreement, less Our cost of all previous claims paid under this Agreement, in complete fulfillment of Our obligation to You hereunder.

If You select replacement product(s) of lower cost than the Covered Product, no credit will be issued or compensation provided for the difference. If You select replacement product(s) of higher cost than the Covered Product, You will be required to pay the difference directly to the Selling Retailer or other entity providing the replacement product(s).

(3) Limit of Liability:

The total limit of liability under this Agreement is the least of (1) the Purchase Price (2) the cost of repairs authorized by the Administrator up to the Purchase Price (3) replacement product(s) of the same make and model as the Covered Product, (4) replacement product(s) with features similar to those of Your Covered Product (as determined by the Administrator) or (5) a cash payment, in an amount agreed upon by You, in lieu of repair(s) or replacement(s).

(4) What to do if a covered problem occurs:

Contact the Administrator within thirty (30) days of noticing the problem by:

- Calling the customer service toll-free number at 1-800-686-5559.
- Sending an email with claim details to claims@montagefs.com.

Claims must be reported to the Administrator within **thirty (30) days of noticing** of the stain, damage or breakdown in Your Covered Product. You must provide a copy of Your sales receipt that details the retailer, the purchase date, the Agreement purchased, the items covered by the Agreement purchased and their Purchase Price. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied.

(5) Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. The Administrator may provide You with authorized products to assist You in removing stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper usage. If the stain cannot be removed with the authorized products, call the Administrator to arrange for professional cleaning. If we are unable to remove the stain professionally, We will replace Your affected item. Service will be performed in Your home; the authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion.

3. WHAT IS NOT COVERED:

- A) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2.2 "COVERAGE";
- B) ANY DAMAGE CAUSED BY THE CONSUMER DURING THE ASSEMBLY OF READY TO ASSEMBLE (RTA) ITEMS;
- C) PRODUCT REPAIRS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS;
- D) ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE;
- E) ACCUMULATED STAINS OR DAMAGE RESULTING FROM LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- F) EXTERNAL CAUSES INCLUDING: FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- G) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;
- H) STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM;
- I) ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES;
- J) FAILURES THAT OCCUR OUTSIDE OF THE FIFTY (50) STATES OF THE UNITED STATES OF AMERICA, AND/OR THE DISTRICT OF COLUMBIA;
- K) UNAUTHORIZED SERVICE, REPAIRS AND/OR PARTS;
- L) SERVICE WHERE NO PROBLEM CAN BE FOUND;
- M) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- N) ANY STAIN, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME, I.E. DIRT, PERSPIRATION, HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS. SIGNS OF SOILING OR SOIL BUILD UP INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED PRODUCT(S);
- O) DYE TRANSFER (UNLESS OTHERWISE NOTED IN SECTION 2.2 "COVERAGE");
- P) STAIN OR DAMAGE RESULTING FROM THE USE OF CLEANING PRODUCTS NOT APPROVED BY THE MANUFACTURER;
- Q) MOLD, MILDEW, ODOR;
- R) STAINS CAUSED BY MEDICAL INCONTINENCE, OR OTHER REPETITIVE STAINS FROM THE SAME CAUSE;
- S) STAINS OR DAMAGE CAUSED BY AN INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO, PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL;
- T) BODILY INJURY;
- U) DAMAGE CAUSED BY PETS (OTHER THAN BODILY FLUIDS);
- V) WEAR-RELATED REPAIRS OR DAMAGE, SUCH AS BUT NOT LIMITED TO, FADING, RUST OR CORROSION, NORMAL WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING;
- W) COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL, SPLITS ON BI-CAST LEATHER, SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS, NATURAL MARKINGS ON LEATHER, SUCH AS HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE SIMULATING NATURAL COWHIDE, NON-BOVINE LEATHERS, SUEDE, NUBUCK AND OTHER BUFFED LEATHERS, SURFACE SCRATCHES IN LEATHER FINISH;
- X) SCRATCHES, DENTS OR CHIPS THAT DO NOT PENETRATE THE FINISH AND DO NOT EXPOSE THE SUBSTRATE;
- Y) NON-COLORFAST OR X-CODED FABRICS, SHRINKAGE FROM CLEANING;
- Z) LOCK MECHANISMS, ANY ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT; NOISES.

4. CONDITIONS:

- A) **Renewal:** This Agreement is not renewable.
- B) **Transferability:** This Agreement is not transferable.
- C) **Territorial Limitations:** This Agreement does not cover failures that occur outside of the fifty (50) states of the United States of America, and/or the District of Columbia.
- D) **Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
- E) **Dispute Resolution - Arbitration:** This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class-consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing You and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.
- To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

F) **Cancellation:** You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund upon cancellation. To cancel within ten (10) days of receipt, contact the Selling Retailer of Your Agreement for a full refund. After ten (10) days, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund. After thirty (30) days, You will receive a prorated refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned prorated premium.

G) **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800)209-6206.

5. **STATE VARIATIONS:** The following state variations will control if inconsistent with any other provisions:

6. **FL:** The rate charged for this Agreement is not subject to regulation by The Florida Office of Insurance Regulation.

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Acuerdo del Plan de Protección Premium Combinado

Número de acuerdo:

Este formulario describe el tipo de protección que Usted obtendrá como beneficio por el pago que Usted realizó. Este Acuerdo se aplica a Productos Cubiertos con un costo total de venta de \$50.000 o menos sin incluir el impuesto sobre las ventas ni los gastos de entrega.

1. DEFINICIONES:

- A) "Parte obligada", "Nosotros", "Nos" y "Nuestro" hace referencia a la compañía obligada bajo este Acuerdo, National Product Care Company, 175 West Jackson Blvd., Chicago, Illinois 60604, excepto en Arizona, Florida y Oklahoma donde es SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd., Chicago, Illinois 60604; en Texas, donde es National Product Care Company actuando bajo el nombre comercial Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604. En Florida, el número de licencia es 80173.
- B) "Usted" y "Su" hacen referencia al comprador del (de los) Producto(s) Cubierto(s).
- C) "Administrador" hace referencia a Montage, Inc., 4035 Park East Court SE, Suite 300, Grand Rapids, MI 49546, 1-800-686-5559.
- D) "Vendedor Minorista" se refiere a la entidad que vende el Producto Cubierto y este Acuerdo.
- E) "Producto cubierto" se refiere al/a los artículo(s) de consumo que usted compró junto con este acuerdo o que está(n) cubierto(s) por este acuerdo.
- F) "Acuerdo" hace referencia a los términos, condiciones, limitaciones y exclusiones aquí enunciados, junto con el recibo de venta que le otorgó el Vendedor Minorista.
- G) "Precio de Compra" hace referencia al Precio de Compra original del Producto Cubierto, que Usted abonó al Vendedor Minorista, sin incluir impuestos ni costos de entrega.

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2. PLAN DE REPARACIÓN:

En devolución por Su pago, Nosotros le brindamos la siguiente cobertura:

(1) Vigencia:

La vigencia de este Acuerdo comienza en la fecha de entrega de Su Producto Cubierto y continúa durante un periodo de **tres (3) años** a partir de la fecha de entrega. Cualquier cobertura en este Acuerdo que repita la cobertura proporcionada por la garantía del fabricante solo tendrá efecto al momento del vencimiento de tal garantía. La cobertura por daños accidentales, involuntarios y manchas que provengan de la manipulación del Producto Cubierto entra en vigencia al momento de la fecha de entrega del Producto Cubierto.

(2) Cobertura:

A través del Administrador, Nosotros repararemos o reemplazaremos el Producto Cubierto, a Nuestra discreción, cuando se lo solicite por:

Averías mecánicas y estructurales de tapizados de tela, cuero, vinilo o superficies sólidas del mueble o tapetes como resultado de:

- Rotura de marcos, paneles o resortes
- Rotura de mecanismos de sofá cama, reclinación, elevación, calefacción y/o vibratorios.
- Falla de componentes eléctricos integrals
- Remoción o quiebre de enchapados o laminados causados por un incidente específico que expongan el material de base.
- Deformación
- Pérdida del plateado en espejos

Un incidente específico posterior a la entrega que ocurra durante el uso hogareño normal y resulte en un daño accidental, entre ellos:

- Todas las manchas, inclusive el corrimiento de tinte y la transferencia de tinte sobre o dentro de la tela, cuero o vinilo del tapizado.
- Pinchaduras, raspaduras o quemaduras
- Marcas de líquidos o anillos
- Marcas de calor producidas en el hogar.
- Estrías, abolladuras, raspaduras o muescas que penetren la terminación y dejen expuesto el material de base
- Daño causado por quitaesmalte.
- Marcas, rajaduras, burbujeados o peladura de la terminación provocados por un incidente específico.
- Rajadura, quiebre o rotura de vidrios o espejos

De ser posible, solicitaremos, al Vendedor Minorista, la(s) parte(s) o el/los producto(s) completo(s) de reemplazo, según sea necesario, para cumplir con la cobertura proporcionada bajo este Acuerdo. Tal(es) parte(s) o producto(s) completo(s) serán nuevos y de la misma marca y modelo de su Producto Cubierto a menos que el Vendedor Minorista no pueda suministrar tales productos. En este caso, Usted seleccionará y, si recibe Nuestra aprobación, solicitaremos, al Vendedor Minorista, la(s) parte(s) o el/los producto(s) completo(s) de reemplazo con características similares a las de su Producto Cubierto, siempre y cuando no excedan el Precio de Compra.

En el caso de que se reemplace una parte, pero no todo, de su Producto Cubierto, la cobertura continuará por el período de tiempo restante de este Acuerdo por cualquier parte(s) o producto(s) completo(s) de la misma marca y modelo de su Producto Cubierto, o (ii) la(s) parte(s) o producto(s) completo(s) de reemplazo con características similares a las de su Producto Cubierto que sean satisfactorias para Usted (que no excedan el Precio de Compra), reembolsaremos el Precio de Compra original de este Acuerdo, menos Nuestro costo de todas las reclamaciones anteriores pagadas bajo este Acuerdo, en total cumplimiento de Nuestra obligación con Usted estipulada en el presente documento.

En el caso de que el Vendedor Minorista donde usted compró el Producto Cubierto no esté dispuesto o no pueda, por cualquier motivo, suministrar (i) la(s) parte(s) o el/los producto(s) completo(s) de la misma marca y modelo de su Producto Cubierto, o (ii) la(s) parte(s) o producto(s) completo(s) de reemplazo con características similares a las de su Producto Cubierto que sean satisfactorias para Usted (que no excedan el Precio de Compra), reembolsaremos el Precio de Compra original de este Acuerdo, menos Nuestro costo de todas las reclamaciones anteriores pagadas bajo este Acuerdo, en total cumplimiento de Nuestra obligación con Usted estipulada en el presente documento.

Si Usted elige un producto(s) de reemplazo de un costo menor que el del Producto Cubierto, no se emitirá ningún crédito ni se otorgará una compensación por la diferencia. Si Usted elige un producto(s) de reemplazo de un costo mayor que el del Producto Cubierto se le solicitará que pague por la diferencia directamente al Vendedor Minorista u otra entidad que proporcione el/los producto(s) de reemplazo.

(3) Límite de la responsabilidad:

El límite de la responsabilidad es el menor del costo de (1) el precio de compra original del Producto cubierto sin incluir impuestos ni costos de entrega pagado al momento de la compra del Producto Cubierto o (2) las reparaciones autorizadas que no excedan el precio de compra del Producto Cubierto o (3) la sustitución del Producto Cubierto por un producto con características y funcionalidad similar o igual o (4) el reembolso por reemplazos o reparaciones autorizadas.

(4) Qué hacer si ocurre un problema que tiene cobertura:

Contactéese con el Administrador dentro de los treinta (30) días de haber notado el problema:

- Comunicándose con Servicio al cliente llamando a la línea gratuita 1-800-686-5559.
- Enviando un correo electrónico con los detalles de la reclamación a claims@montagefs.com.

Las reclamaciones deben informarse al Administrador dentro de **los treinta (30) días de haber notado** la mancha, daño o rotura en su Producto Cubierto. Deberá proporcionar una copia de Su recibo de venta que brinde detalles del minorista, la fecha de compra, el Acuerdo que se compró, los artículos cubiertos por el Acuerdo comprado y su Precio de Compra. Todas las reparaciones deben contar con la autorización del Administrador antes de llevar a cabo el trabajo. Las reclamaciones sobre reparaciones no autorizadas pueden ser rechazadas.

(5) Servicios a prestar:

No hay deducibles que se soliciten para recibir servicio para su Producto Cubierto. El Administrador puede proveerle productos autorizados para ayudarlo a quitar las manchas. No intente quitarlas hasta que Usted contacte al Administrador para que le brinde ayuda. Por favor siga las instrucciones de los productos autorizados para conocer el uso adecuado. Si la mancha no puede quitarse con los productos autorizados, llame al Administrador para realizar una limpieza profesional. Si no podemos quitar la mancha de manera profesional, reemplazaremos Su artículo afectado. El servicio técnico se realizará en Su casa; el centro de servicio técnico autorizado puede optar por quitar el Producto Cubierto para realizar el servicio técnico en el taller y lo devolverá una vez completada la tarea.

3. LO QUE NO ESTA CUBIERTO:

- A) CUALQUIER PÉRDIDA QUE NO SE ENCUENTRE ESPECÍFICAMENTE ENUMERADA EN LA SECCIÓN 2.2 "COBERTURA";
- B) CUALQUIER DAÑO CAUSADO POR EL CONSUMIDOR AL ARMAR ARTÍCULOS QUE ESTÁN LISTOS PARA ENSAMBLAR;
- C) REPARACIONES DE PRODUCTOS QUE TIENEN COBERTURA DE LA GARANTÍA DEL FABRICANTE O QUE RESULTAN DE UNA RETIRADA DEL MERCADO, SIN IMPORTAR LA HABILIDAD DEL FABRICANTE PARA CUBRIR TALES REPARACIONES;
- D) CUALQUIER MANCHA O DAÑO QUE SE PRODUZCA ANTES DE O DURANTE LA ENTREGA O MIENTRAS QUE EL MUEBLE ESTÁ EN TRÁNSITO O ALMACENADO;
- E) MANCHAS ACUMULADAS O DAÑO QUE RESULTEN DE LA FALTA DE CUIDADO Y MANTENIMIENTO HABITUALES, ABUSO INTENCIONADO, MAL USO, MALA MANIPULACIÓN, MODIFICACIONES NO AUTORIZADAS O ALTERACIONES A UN PRODUCTO CON COBERTURA, O INCUMPLIMIENTO DE LAS INSTRUCCIONES DEL FABRICANTE;
- F) CAUSAS EXTERNAS QUE INCLUYEN INCENDIO, HURTO, INSECTOS, DESASTRES NATURALES, ACTOS DELICTIVOS, CASOS FORTUITOS O PÉRDIDA CONSECUENTE DE CUALQUIER NATURALEZA;
- G) DAÑOS SECUNDARIOS, CONSECUTIVOS O INCIDENTALES O DEMORAS EN LA PRESTACIÓN DEL SERVICIO SEGÚN ESTE ACUERDO, O PÉRDIDA DEL USO DURANTE EL PERIODO EN QUE EL PRODUCTO CUBIERTO SE ENCUENTRE EN UN CENTRO DE SERVICIO AUTORIZADO O QUE SE ENCUENTRE EN ESPERA DE LAS PARTES;
- H) MANCHA O DAÑO CAUSADO POR EL MAL FUNCIONAMIENTO DE ARTEFACTOS Y CUALQUIER PÉRDIDA QUE RESULTE DEL MISMO;
- I) CUALQUIER PRODUCTO QUE SE UTILICE PARA PROPÓSITOS DE ALQUILER, INSTITUCIONAL O COMERCIAL;
- J) FALLAS QUE OCURRAN FUERA DE LOS CINCUENTA (50) ESTADOS DE LOS ESTADOS UNIDOS DE AMÉRICA Y/O EL DISTRITO DE COLUMBIA;
- K) SERVICIO, REPARACIONES Y/O PARTES NO AUTORIZADOS;
- L) SERVICIO EN EL QUE NO SE PUEDA ENCONTRAR NINGÚN PROBLEMA;
- M) AVERÍAS QUE NO SE INFORMEN DENTRO DE LA VIGENCIA DE ESTE ACUERDO;
- N) CUALQUIER MANCHA, SUCIEDAD O DAÑO QUE RESULTE DEL USO DIARIO O QUE SE HAYA GENERADO CON EL TIEMPO, ES DECIR TIERRA, TRANSPIRACIÓN, RESTOS DE CABELLOS, ACEITES Y/O LOCIÓNES CORPORALES O BRONCEADORES. SIGNOS DE SUCIEDAD O GENERACIÓN DE SUCIEDAD QUE INCLUYE ÁREAS OSCURECIDAS EN DONDE EL CUERO ESTÁ EN CONTACTO CON EL (LOS) PRODUCTO(S) CUBIERTO(S);
- O) TRANSFERENCIA DE TINTURA (AL MENOS QUE SE ESPECIFIQUE LO CONTRARIO EN LA SECCIÓN 2.2 "COBERTURA");
- P) MANCHAS O DAÑOS QUE RESULTEN DEL USO DE PRODUCTOS DE LIMPIEZA QUE NO ESTÉN APROBADOS POR EL FABRICANTE;
- Q) MOHO, MILDIU, OLOR;
- R) MANCHAS CAUSADAS POR INCONTINENCIA MÉDICA, U OTRAS MANCHAS REPETIDAS POR LA MISMA CAUSA;
- S) MANCHAS O DAÑOS CAUSADOS POR UN CONTRATISTA INDEPENDIENTE, TALES COMO, ENTRE OTROS, UN PLOMERO, UN PINTOR U OTRO PERSONAL DE SERVICIO O MANTENIMIENTO;
- T) LESIÓN FÍSICA;
- U) DAÑO QUE HAYAN CAUSADO LAS MASCOTAS (QUE NO SEAN FLUIDOS CORPORALES);
- V) DAÑOS O REPARACIONES RELACIONADAS CON EL DESGASTE, TALES COMO, PERO NO LIMITADAS A, LA DECOLORACIÓN, EL ÓXIDO O CORROSIÓN, DESGASTE NORMAL, LA SEPARACIÓN DE LAS COSTURAS, EL DESGASTE POR TENSIÓN, LA PÉRDIDA DE LA ELASTICIDAD DE LA ESPUMA, EL FRISADO O DESHILACHAMIENTO;
- W) PÉRDIDA DE COLOR O AGRIETAMIENTO O DESGASTE EN CUALQUIER CUERO O VINILO, EN EL CUERO FINO RECUBIERTO EN POLIURETANO, CUEROS DESCARNE QUE SE UTILIZAN EN ALMOHADONES DE ASIENTO, ALMOHADONES DE RESPALDO O ÁREAS POR ENCIMA O DENTRO DEL BRAZO, MARCAS NATURALES EN EL CUERO, TALES COMO CICATRICES CURADAS, MORDEDURAS DE INSECTOS, MARCAS O ARRUGAS, CUEROS CON MODELOS REPUJADOS QUE NO SEAN LOS QUE SIMULAN EL CUERO DE VACA NATURAL, CUEROS NO BOVINOS, GAMBUZ, NOBUK Y OTROS CUEROS GAMUZADOS, RASPADURAS EN LA SUPERFICIE DE LA TERMINACIÓN DEL CUERO;
- X) RASGONES, ABOLLADURAS O ASTILLAS QUE NO PENETREN LA TERMINACIÓN NI EXPONGAN EL MATERIAL DE BASE;
- Y) TELAS QUE NO DESTIÑEN O CODIFICADAS CON X, ENGOCIMIENTO POR LA LIMPIEZA;
- Z) MECANISMOS DE ROLEJERÍA, CUALQUIER ACCESORIO USADO JUNTO CON EL PRODUCTO CUBIERTO; RUIDOS.

4. CONDICIONES:

- A) **Renovación:** Este Acuerdo no puede renovarse.
- B) **Transferibilidad:** Este Acuerdo no puede transferirse.
- C) **Limitaciones territoriales:** Este Acuerdo no cubre fallas que ocurran fuera de los cincuenta (50) estados de los Estados Unidos de América y/o el Distrito de Columbia.
- D) **Subrogación:** Si pagamos por una pérdida, podemos solicitarle que Nos conceda Sus derechos de recuperación frente a otros. No pagaremos por una pérdida si Usted afecta esos derechos de recuperación. Usted no puede renunciar a Su derecho de recuperar de los otros.
- E) **Resolución de disputas:** arbitraje: Este Acuerdo requiere arbitraje vinculante si existe una disputa sin resolver entre Usted y Nosotros acerca de este Acuerdo (incluido el costo de, la falta de o la reparación o el reemplazo propiamente dichos que deriven de una avería). Bajo la disposición de este Arbitraje, Usted renuncia a Su derecho de resolver toda disputa que derive del presente Acuerdo por un juez y/o jurado. Usted también acepta no participar en forma colectiva (consolidación de arbitrajes individuales). En el arbitraje, un grupo de tres árbitradores (cada uno de los cuales es un tercero independiente y neutral) dictará un laudo arbitral luego de haber escuchado Su postura y la Nuestra. La decisión de la mayoría de estos árbitradores determinará el resultado del arbitraje y el laudo arbitral será definitivo y vinculante y no puede ser revisado ni cambiado por, o apelado por, un tribunal de derecho.
- Para empezar el arbitraje, Usted debe o Nosotros debemos formular una demanda por escrito a la otra parte. Esta demanda debe formularse dentro de un (1) año a partir de la primera fecha en que ocurrió la avería o surgió la disputa. Usted y Nosotros seleccionaremos por separado a un árbitrador. Los dos árbitradores seleccionarán a un tercer árbitrador denominado "tercer árbitro". Cada parte pagará los gastos del árbitrador seleccionado por dicha parte. Los gastos del tercer árbitro se compartirán equitativamente entre Usted y Nosotros. A menos que se acuerde lo contrario entre Usted y Nosotros, el arbitraje tendrá lugar en el condado y estado en el que Usted vive. El arbitraje estará regido por la Ley Federal de Arbitraje (Artículo 1 y ss. del Título 9 de la Cámara de Apelaciones de los Estados Unidos) y no por cualquier ley estatal acerca del arbitraje. Se aplicarán las normas de la Asociación Estadounidense de Arbitraje (www.adr.org) a todo arbitraje bajo el presente Acuerdo. Las leyes del estado de Illinois (sin tomar en consideración los principios relativos a conflictos de leyes) rigen todos los asuntos que deriven de o se relacionen con este Acuerdo y todas las transacciones contempladas en este Acuerdo, incluyendo, sin limitación, la validez, la interpretación, la presunción legal, el cumplimiento y la aplicación de este Acuerdo.
- F) **Cancelación:** Usted puede cancelar este Acuerdo por cualquier motivo en cualquier momento. Durante los primeros treinta (30) días, Usted recibirá un reembolso completo al momento de la cancelación. Para cancelar dentro de los diez (10) días de recibido, contacte al Vendedor Minorista de su Acuerdo para que se le realice un reembolso completo. Luego de los (10) días, comuníquese con el Administrador por escrito, y presente este Acuerdo y una copia de Su recibo de venta para recibir un reembolso total. Luego de treinta (30) días, Usted recibirá un reembolso proporcional según el tiempo de vencimiento menos veinticinco dólares (\$ 25) en concepto de honorarios de cancelación, o diez por ciento (10 %) del Precio de Compra (el que sea menor), menos el costo de reclamaciones pagado. No podremos cancelar este Acuerdo excepto en los casos de fraude, falsificación de material o falta de pago de la prima. La notificación de tal cancelación le será enviada por correo al menos treinta (30) días antes de la cancelación e incluirá la fecha efectiva y el motivo de la cancelación. Si Nosotros cancelamos, la prima de devolución se basará en el cien por ciento (100 %) de la prima proporcional no ganada.
- G) **Integridad del Acuerdo:** Este es el Acuerdo completo entre las partes, y ninguna representación, promesa ni condición no contenida en el presente podrá modificar estos artículos. La Parte obligada según este Acuerdo está asegurada por una póliza de seguro emitida por Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800)209-6206.

5. VARIACIONES DE ESTADO: Las variaciones de estado siguientes regularán si se contradicen con cualquier otra disposición:

6. FL: La tasa de este acuerdo no es sujeta a regulación por parte de la Florida oficina de regulación de seguro.

Outdoor Advantage 5-Year Protection Plan Agreement

Agreement Number: _____

This form describes the protection You will have in return for the payment made by You. This Agreement applies to Covered Products with a total retail cost of \$30,000 or less before sales tax and delivery charges.

1. DEFINITIONS:

- A) "Obligor," "We," "Us" and "Our" mean the company obligated under this Agreement, National Product Care Company, 175 West Jackson Blvd., Chicago, Illinois 60604, except in Arizona, Florida and Oklahoma, where it is SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd., Chicago, Illinois 60604; in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604; in Washington, where it is ServicePlan, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In Florida, the license number is 80173. In Oklahoma, the license number is 861336.
- B) "You" and "Your" mean the purchaser of the Covered Product(s). If the Covered Product(s) is/are subject to an RTO Transaction, you will be referred to as Lessee of the Covered Product(s).
- C) "Administrator" means Montage, Inc., 4035 Park East Court, Suite 300, Grand Rapids, Michigan 49546, 1-800-686-5559.
- D) "Selling Retailer" means the entity selling the Covered Product and this Agreement.
- E) "Covered Product" means the one product to which all of the following apply:
1. Purchased new from the Selling Retailer concurrently with, and covered by, this Agreement.
 2. Had a new retail price of \$30,000 or less.
 3. Used outdoors in a single family residential setting.
- F) "Agreement" means the coverage terms, conditions, limitations and exclusions set forth herein, together with the sales receipt provided to You by the Selling Retailer.
- G) "Purchase Price" means the original Purchase Price for the Covered Product, paid by You to the Selling Retailer, excluding tax and delivery costs.
- H) "Agreement Price" means the cost You paid for this Agreement.
- I) "Rent-to-Own Transaction" ("RTO Transaction") means a transaction where You have entered into an agreement for the use of Covered Property, and that permits You to become the owner of the Covered Property at the completion of the RTO Transaction. No purchase will be treated as an RTO Transaction unless the Lessor is indicated on Your sales receipt.
- J) "Lessor" means the party extending an RTO Transaction. Any Cash Settlement or refund payable while the RTO Transaction is in force will be payable to the Lessor.
- K) "Lessee" means the party obligated to the Lessor under an RTO Transaction. Unless otherwise authorized by the Lessor, a Lessee is not entitled to the Cash Settlement or refund otherwise payable while an RTO Transaction is in force.

2. REPAIR PLAN:

In return for the payment made by You, We will provide the following coverage:

(1) Term: The term of this Agreement begins on the date of delivery of Your Covered Product and continues for the five (5) year period following the delivery date. Any coverage in this Agreement which replicates coverage provided by a manufacturer's warranty will only take effect upon the expiration of such warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product is effective upon the date of delivery of the Covered Product.

(2) Coverage: Through the Administrator, We will repair or replace the Covered Product, at Our discretion, when required due to: Mechanical and structural breakdowns to fabric or vinyl upholstered areas, wicker, plastic/resin, and other solid surface furniture as a result of:

- Breakage of frames, panels and springs.
- Breakage of seating suspension straps.
- Breakage of swivel, reclining, rocking, tilting or height adjustment mechanisms.
- Failure of lighting integrated into umbrellas by the manufacturer.
- Breakage of umbrella ribs and operational failure or structural failure of the arc umbrella mechanisms.

A specific post-delivery incident which occurs during normal residential use resulting in accidental damage, including:

- All stain types, including dye bleed and dye transfer onto or into upholstery fabric or vinyl.
- Punctures, rips or burns.
- Liquid marks or rings.
- Glass or mirror chipping, breakage or scratches.
- Single incident pet damage.

If possible, We will order, from the Selling Retailer, replacement part(s) or complete product(s), as necessary, to fulfill the coverage provided under this Agreement. Such part(s) or the complete product(s) will be new and of the same make and model as Your Covered Product unless the Selling Retailer is unable to supply such products. In this case, You will select and, if approved by Us, We will order, from the Selling Retailer, new replacement part(s) or complete product(s) with features similar to those of Your Covered Product, up to, but not to exceed the Purchase Price. In the event some, but not all, part(s) of Your Covered Product is/are replaced, coverage will continue for the remaining term of this Agreement for any part(s) that have not been replaced. However, there will be no further coverage for any part(s) or complete product(s) that are replaced hereunder and the part(s) or complete product(s) which We provide to replace any Covered Product will not be covered under this Agreement, nor will they be eligible for coverage under a new Agreement. In the event the Selling Retailer where You purchased Your Covered Product is unwilling or unable, for any reason, to supply (i) part(s) or complete product(s) of the same make and model as Your Covered Product, or (ii) replacement part(s) or complete product(s) with features similar to those of Your Covered Product that are satisfactory to You (not to exceed the Purchase Price), We will refund the original purchase price of this Agreement, less Our cost of all previous claims paid under this Agreement, in complete fulfillment of Our obligation to You hereunder. If this Agreement is subject to an RTO Transaction, refunds will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product. If You select a replacement product(s) of lower cost than the Covered Product, no credit will be issued or compensation provided for the difference. If You select a replacement product(s) of higher cost than the Covered Product You will be required to pay the difference directly to the Selling Retailer or other entity providing the replacement product(s).

(3) Limit of Liability: The total limit of liability under this Agreement is the least of (1) the Purchase Price (2) the cost or repairs authorized by the Administrator up to the Purchase Price (3) replacement product(s) of the same make and model as the Covered Product, (4) replacement product(s) with features similar to those of Your Covered Product (as determined by the Administrator) or (5) a cash payment, in an amount agreed upon by You in lieu or repair(s) or replacement(s). If this Agreement is subject to an RTO Transaction, cash payments will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product.

(4) What to do if a covered problem occurs:

Contact the Administrator within thirty (30) days of noticing the problem by:

- Calling the customer service toll-free number at **1-800-686-5559**.
- Sending an email with claim details to **claims@montagefs.com**.

Claims must be reported to the Administrator within thirty (30) days of noticing the stain, damage or breakdown in Your Covered Product. You must provide a copy of Your sales receipt that details the retailer, the purchase date, the Agreement purchased, the Lessor (if the purchase is for an RTO Transaction), items covered by the Agreement purchased and their Purchase Price. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied.

(5) Service Deliverables: There is no deductible required to obtain service for Your Covered Product. The Administrator may provide You with authorized products to assist You in removing stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper usage. If the stain cannot be removed with the authorized products, call the Administrator to arrange for professional cleaning. If We are unable to remove the stain professionally, We will replace Your affected item. Service will be performed in Your home; the authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion.

3. WHAT IS NOT COVERED:

- A) Any loss not specifically listed in Section 2.2 "COVERAGE";
- B) Any damage caused by the consumer during the assembly of ready-to-assemble (RTA) items;
- C) Product repairs that are covered by the manufacturer's warranty or as a result of a recall, regardless of the manufacturer's ability to cover such repairs;
- D) Any stain or damage occurring prior to or during delivery, or while furniture is in transit or storage;
- E) Accumulated stains or damage resulting from lack of regular care and maintenance, willful abuse, misuse, mishandling, unauthorized modifications or alterations to a Covered Product or failure to follow the manufacturer's instructions;
- F) External causes including, fire, theft, insects, rodents and other vermin and infestation of any kind, acts of nature including but not limited to, wind and rain, illegal acts, acts of God or consequential loss of any nature;
- G) Incidental, consequential or secondary damages or delay in rendering service under this Agreement, or loss of use during the period that the Covered Product is an authorized service center otherwise awaiting parts;
- H) Stain or damage caused by appliance malfunctions and any resultant leak therefrom;
- I) Any Product used for commercial, institutional or rental purposes (except an RTO Transaction as defined above);
- J) Failures that occur outside of the fifty (50) states of the United States of America, and/or the District of Columbia;
- K) Unauthorized service, repairs and/or parts;
- L) Service where no problem can be found;
- M) Breakdowns which are not reported within the term of this Agreement;
- N) Any stain, soiling or damage resulting from everyday use or that has built up over time, i.e. dirt, perspiration, hair, body or suntan oils and/or lotions, signs of soiling or soil build up including darkened areas where the body comes into contact with the Covered Product(s);
- O) Dye transfer (unless otherwise noted in Section 2.2 "Coverage");
- P) Stain or damage resulting from the use of cleaning products not approved by the manufacturer;
- Q) Mold, mildew, odor;
- R) Stains caused by medical incontinence, or other repetitive stains from the same cause;
- S) Stains or damage caused by an independent contractor, such as but not limited to, plumber, painter or other service or maintenance personnel;
- T) Multiple instances of pet damage (only one claim of pet damage will be covered per plan term);
- U) Bodily injury;
- V) Wear-related repairs or damage, such as but not limited to, fading, rust or corrosion, normal wear and tear, seam separation, stress tears, loss of foam resiliency, pilling or fraying;
- W) Color loss or cracking and peeling on any vinyl;
- X) Non-colorfast or x-coded fabrics, shrinkage from cleaning;
- Y) Clock mechanisms, any accessories used in conjunction with the Covered Product; Noises.

4. CONDITIONS:

A) Renewal: This Agreement is not renewable.

B) Transferability: This Agreement is not transferable.

C) RTO Transactions: Where the Covered Product was initially acquired under an RTO Transaction, any cash settlement or refund will be payable to the owner of the product at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any cash settlement or refund paid to the Lessor will be applied to reduce Your obligations under the RTO Transaction. Any amount in excess of the balance due to purchase the item under the RTO Transaction will be payable to the Lessee by the Lessor. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any RTO Transaction except as provided by law. Any reference to purchased, sold, or similar terms shall include "leased" and its derivatives. Any reference to purchaser shall mean the Lessee under the RTO Transaction and not the Lessor. This Section will not apply unless the Lessor is indicated on the sales receipt provided at claim time.

D) Territorial Limitations: This Agreement does not cover failures that occur outside of the fifty (50) states of the United States of America, and/or the District of Columbia.

E) Subrogation: If we pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. Where a Lessee under an RTO Transaction has not yet acquired ownership of the Product, this Section will apply to the Lessor.

F) Dispute Resolution - Arbitration: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class-consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire". Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

G) Cancellation: You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund upon cancellation. To cancel within ten (10) days of receipt, contact the Selling Retailer of Your Agreement for a full refund. After ten (10) days, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the Agreement Price (whichever is less), less the cost of claims paid. The refund due while an RTO Transaction is in force will be paid to the Lessor. In the case of termination of an RTO Transaction, this Agreement will be cancelled and the applicable refund will be paid to the Lessor. The Lessor will then be responsible for paying any amounts due to the Lessee or You. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of Agreement Price by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return Agreement Price is based upon one hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due.

H) Entire Agreement: This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800)209-6206.

5. STATE VARIATIONS: The following state variations will control if inconsistent with any other provisions: State variation determined by consumer's state of residence. See "Section5_StateVariations.pdf".