



Leather 5-Year Furniture Protection Plan

YOUR SERVICE AGREEMENT NUMBER IS:

- Keep this Protection Plan and your original sales invoice in a safe place.
- Any stain or damage must be reported to Guardsman within five (5) business days of the date that the stain or damage occurred. Notify Guardsman by filing a Service Request at www.guardsman.com, or by calling (800) 253-3957.
- Si usted necesita un Plan de Protección en Español, favor llámanos al (800) 253-3957.
- Si vous nécessitez un Plan de Protection en français, veuillez nous rejoindre au (800) 253-3957.

SERVICE CONTRACT:

This 5-Year Guardsman Leather Furniture Protection Plan (“Protection Plan”) is a Service Contract between you (as the original purchaser and consumer) and The Valspar Corporation, through its Guardsman business unit (“Guardsman”), 4999 36th Street, Grand Rapids, MI 49512, the administrator and provider of this Service Contract.

1. If a stain or damage listed in the “WHAT IS COVERED” section occurs during the term of this Protection Plan, Guardsman agrees to provide Service (“Service”) as outlined in the “SERVICE PROCEDURES” section of this Protection Plan.
2. This Protection Plan is not a cleaning or maintenance contract, insurance policy or your original manufacturer warranty.
3. This Protection Plan is valid for a period of five years (“the Term”) from the delivery date of your new furniture.
4. This Protection Plan covers accidental damage from handling, as listed in the "WHAT IS COVERED" section, of a single piece or multiple pieces of new furniture up to a maximum \$20,000 in retail value.
5. This Protection Plan is only valid for new furniture that was purchased at the same time as this Protection Plan, and appears on the sales receipt as such.
6. This Protection Plan is non-transferable and not renewable.
7. You must retain this Protection Plan and the sales receipt for both the furniture and this Protection Plan.

WHAT IS COVERED:

This Protection Plan provides Service for any of the following, except for what is listed in the “WHAT IS NOT COVERED” section of this Protection Plan:

Leather and Vinyl Upholstered Furniture:

1. Any food or beverage stain.
2. Any human or pet bodily fluid stain.
3. Any ballpoint pen ink stain from a specific incident.
4. Any puncture, cut, tear, or rip from a specific incident or caused by a defective furniture mechanism.
5. Any burn from a specific incident.

REQUIREMENTS FOR REQUESTING SERVICE:

Failure to meet any of the following requirements can result in a denial of Service under this Protection Plan.

The furniture must have been delivered and installed soil-free and damage-free from the store where it was purchased. You must have performed all routine and preventative maintenance, as recommended by the manufacturer.

1. **Any stain or damage must be reported to Guardsman within five (5) business days of the date that the stain or damage occurred. Notify Guardsman by calling (800) 253-3957, or by filing a Service Request at www.guardsman.com.**
2. If a spill occurs, simply blot with a clean, dry cloth. If you attempt to clean a spill, you must follow the cleaning methods recommended by the furniture manufacturer, which is to include pre-testing any product in a hidden area.
3. You must complete and return the Service Request Form to Guardsman, along with a copy of the sales receipt and a copy of this Protection Plan within 30 days after reporting your stain or damage.

LEATHER IDENTIFICATION

There are many different leather types available. Please reference the chart below that identifies which types of leather are eligible for Service under this Protection Plan. This Guardsman Protection Plan does not cover any type of leather that is non-colorfast; other excluded leathers are listed under Ineligible Furniture & Components.

LEATHER TYPES:

Aniline (Unfinished): Leather treated with an aniline dye with no other pigmented finishes applied.

Bicast: Split hide finished with polyurethane topcoating.

Bonded: Vinyl or polyurethane surface laminated to a backing made of a leather fiber blend and other material.

Finished: Aniline dyed leather treated with a surface application to color, protect, or mask imperfections.

Pull-Up (Waxed): Full aniline dyed leather with an oil or wax surface.

Semi-Aniline: Aniline leather with a thin layer of pigmented coating that partially seals the pores of the leather's surface.

SERVICE PROCEDURES:

If Guardsman determines that the reported stain or damage is covered under this Protection Plan, Guardsman will perform one or more of the following:

- Guardsman may provide a cleaning kit or advice on how to remove the stain.
- Guardsman may dispatch an authorized technician to remove the stain or repair the damaged area.
- Guardsman may replace all or part of the affected area, component, or piece of furniture. Dye lots vary and furniture may fade over time, so replacements may not exactly match the color of non-replaced areas.
- Guardsman may provide for a store credit at the original store where purchased in an amount equal to the original purchase price of the affected piece of furniture (“Reselection”). Sectionals, dining chair groups, chair and ottoman sets, or identical items with the same “SKU” number will be considered a single item for purposes of Reselection. Your Reselection store credit is only valid for 60 days after notification by Guardsman.
- Guardsman may offer a settlement amount up to the original purchase price of the furniture.
- Replacement, Reselection, or settlement will complete your coverage on this Protection Plan on the area, component, or piece of furniture. Replaced or Reselected furniture is not eligible for a new Guardsman Protection Plan.
- If you submit a covered claim for a stain or damage that Guardsman is unable to repair and the particular store location where you originally purchased your furniture has closed, no longer carries Guardsman as a supplier, changed ownership, or has stopped selling new furniture since your purchase, Guardsman will give you a refund of the original purchase price of this Protection Plan which will complete your coverage under this Protection Plan.

WHAT IS NOT COVERED: *This Protection Plan provides no Service or benefit for any of the following:*

General

- Any stain or damage that is not specifically listed under the section titled “WHAT IS COVERED”.
- When the actions listed in the “REQUIREMENTS FOR SERVICE” have not been followed.
- Any stain of unknown origin or accumulation of stains, damage or a soil buildup (as well as, perspiration, hair, and body oil) that occurs from repeated use rather than from a particular incident.

Ineligible Furniture & Components

- Furniture sold with stains or damage prior to delivery (“as is”).
- Ready To Assemble furniture (RTA).
- Customer’s Own Material (COM) items.
- Stains or damage to nubuck, suede or exotic leathers.
- Stains or damage to split-grain leather hides used in seat cushions, back cushions, or arm areas, except for bicast leather as listed in the "WHAT IS COVERED" section.
- Stains or damage to “X” cleaning code fabrics and non-colorfast fabrics and leathers (fabric or leather that loses color when cleaned according to the manufacturer’s cleaning instructions).
- Components and mechanisms integrated into furniture; including, but not limited to, adjustable bed frames, sinks, plumbing, robotics, TV lifts, fireplace, clocks, refrigerators, lighting, or others that are not included in the “WHAT IS COVERED” section.
- Wicker and rattan furniture.
- Mattresses.

Improper Maintenance, Care or Misuse

- Stains or damage on furniture that has not been properly cared for or maintained, as per your manufacturer’s warranty.
- Stains or damage resulting from the improper use or misuse of furniture including the use of furniture beyond the purpose for which it had been designed.
- Stains or damage caused by or resulting in mold or mildew.
- Stains or damage, including color loss or color change, caused by cleaning methods other than those recommended by the furniture manufacturer.
- Stains or damage caused by animals, except pet bodily fluid stains. However, repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for Service.
- Stains or damage caused by extensive intentional activities.
- Stains or damage due to extensive activities, including, but not limited to, cuts, rips, teething marks, tears and ink, paint, crayon, marker, or pencil damage.
- Furniture that shows signs of infestation, including, but not limited to, insects, termites, cockroaches, and rodents.

Manufacturer Quality Issues

- Seam separation (an upholstery seam that comes unstitched or unglued), stress tear (tearing or ripping of upholstery within one-half inch of and parallel to the seam line), or fabric flaws.
- Fading, color loss or color change.
- Loss of foam and/or innerspring resiliency (including body impressions).
- Cracking and peeling of leather or vinyl.
- Natural leather markings, such as, but not limited to, scars, insect bites, brand marks, and wrinkles.
- Damage resulting from defects in design, materials or workmanship, except for damage specifically listed in the "WHAT IS COVERED" section.

Non-Household Environments

- Stains or damage that occurs during any delivery or installation process, or before the furniture is delivered to your residence.
- Stains or damage that occurs while the furniture is not located within your residence.
- Stains or damage that occurs while the furniture is in storage, or being moved to or from storage, or between residences.
- Furniture that is, or has been, used for commercial, institutional, or rental purposes, including daycare.

Wear & Tear Caused By Repeated Use (over time)

Damage caused by wear, such as, but not limited to, the following:

- Scuffing or other surface abrasions.

Miscellaneous

- Odors.
- Stains or damage covered under any manufacturer’s warranties, or under any homeowner’s, renter’s, or other insurance policy.
- Stains or damage caused by structural problems, including, but not limited to, skylights, roofs, or water pipes.
- Stains or damage caused by appliance malfunctions, including, but not limited to, air conditioners and water heaters.
- Stains or damage caused by fire, smoke, flood, or other natural disaster.
- Stains or damage caused by theft, vandalism, or as a result of any other illegal activity.
- Stains or damage caused by independent contractors, such as, but not limited to, maintenance personnel, painters, or other repair or contractor services.

OBLIGATIONS OF GUARDSMAN UNDER THIS PROTECTION PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND (EXCEPT IN CERTAIN STATES AS SPECIFIED BELOW) ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. GUARDSMAN IS NOT LIABLE UNDER THIS PROTECTION PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER THE SERVICES PROVIDED UNDER THIS PROTECTION PLAN OR THE FURNITURE COVERED BY THE PROTECTION PLAN.

You have the right to cancel and return this Protection Plan for a full refund of the purchase price within twenty (20) days after delivery of the Protection Plan to you (or after thirty (30) days in **HI & IL** or after sixty (60) days in **CA**). If no Service has been provided under the Protection Plan, the Protection Plan is void and the retailer from whom the Protection Plan was purchased shall refund to you the full purchase price of the Protection Plan. A cancellation fee equal to the lesser of ten percent (10%) of the Protection Plan price or Fifty and 00/100 Dollars (\$50.00) may be deducted from the purchase price, except no fee will be deducted in the following states or where otherwise prohibited by law: **AL, AR, CA, HI, MD, MO, NM, NV, NY, SC, TX, VT, WA, WY**.

To the extent that **NV** law gives you the right to return your Plan after the 20-day period described above, you may request cancellation in writing and Guardsman will give you a pro rata refund based on the time remaining under the Protection Plan, less a cancellation fee equal to the lesser of ten percent (10%) of the Protection Plan price or Twenty-Five and 00/100 Dollars (\$25.00).

In **CA & IL**, the Protection Plan may be cancelled at any time (whether or not you have made a claim) for a pro rata refund based on the time remaining under the Protection Plan, less a cancellation fee equal to the lesser of ten percent (10%) of the Protection Plan price or Twenty-Five and 00/100 Dollars (\$25.00). In **FL**, you may return the Protection Plan at any time for a pro rata refund based on ninety percent (90%) of unearned pro rata premium less any claims that have been paid or less the cost of repairs made.

A ten percent (10%) penalty per month shall be added to any refund that is not paid within thirty (30) days of the return of the Protection Plan to the retailer from which the Protection Plan was purchased. The right to return the Protection Plan is non-transferable and applies only to the original Protection Plan purchaser.

You may not cancel this Plan after expiration of the applicable return period described above. This Plan may not be cancelled by Guardsman; although under certain circumstances your coverage may end following resolution of a claim, as described in the "Service Procedures" section on Page 1.

The purchase price of your Protection Plan is listed in your sales receipt. There is no deductible under the Protection Plan. No claims will be paid without prior authorization. You may not sell or transfer your rights under this Protection Plan to another person. Except as provided above, you do not have the right to cancel the Protection Plan if you return the product covered or the product covered is sold, lost, stolen or destroyed. You do not have the right to renew this Protection Plan after it expires.

In the following states, unresolved complaints concerning a registrant or questions concerning the regulation of Service Contract providers may be addressed to: **NY:** Department of Licensing and Regulation at PO Box 121, New York, NY; **NH:** In the event your do not receive satisfaction under this Protection Plan, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or 603-271-2241; **TX:** Department of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711; **SC:** South Carolina Department of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or 803-737-6227.

AR RESIDENTS ONLY: A claim against the provider shall also include a claim for return of the unearned provider fee.

CA RESIDENTS ONLY: 1. Valspar Corporation is the Obligor and a provider. Valspar Industries LLC is the Administrator of the Protection Plan. 2. Any incidental payment of indemnity made pursuant to this Protection Plan is limited to \$250 per year. 3. The obligations under this Protection Plan are backed by a reimbursement policy issued by Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601.

WI & UT RESIDENTS: Obligations of Guardsman under the Protection Plan are insured under a Service Contract reimbursement insurance policy. The insurer assuming the obligations of Guardsman in the event of our insolvency or other financial difficulty is Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent or cannot pay a claim within sixty (60) days of your filing it, you are entitled to make a claim under the reimbursement policy directly to Old Republic by calling 1-866-427-3767.

WI & UT RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE STATE INSURANCE COMMISSIONER OR DEPARTMENT.

WI RESIDENTS ONLY: Wisconsin residents are not required to report damage within five (5) business days as stated above, however notice of loss should be made as soon as reasonably possible, and within one (1) year from the date of loss.

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