



GUARDSMAN
EXCELLENCE IN FURNITURE CARE
SINCE 1915

Leather 5-Year Furniture Service Plan

YOUR SERVICE AGREEMENT NUMBER IS:

- Keep this Service 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 guardsman.com, or by calling (800) 253-3957.
- Si usted necesita un Plan de Servicio en Español, favor llámanos al (800) 253-3957.
- Si vous nécessitez un Plan de Service en français, veuillez nous rejoindre au (800) 253-3957.

SERVICE CONTRACT:

This 5-Year Guardsman Leather Furniture Service Plan ("Service 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. See the following page for additional terms, conditions and disclosures, including terms, conditions and disclosures that apply to plans sold in particular states.

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

WHAT IS COVERED:

This Service Plan provides Service for any of the following, except for what is listed in the "WHAT IS NOT COVERED" section of this Service 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 or lipstick stain from a specific incident.
4. Any puncture, cut, tear, or rip from a specific incident or caused by 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 Service 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 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 Service Plan within 30 days after reporting your stain or damage.

SERVICE PROCEDURES:

If Guardsman determines that the reported stain or damage is covered under this Service 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.
- If you submit a covered claim for a stain or damage that Guardsman is unable to repair, Guardsman will give you a refund of the original purchase price of this Service Plan which will complete your coverage under this Service Plan.

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 Service Plan. This Guardsman Service 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.

WHAT IS NOT COVERED: *This Service 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.
- 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, 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, scuffing or other surface abrasions.

Miscellaneous

- Odors.
- Pre-existing conditions, such as stains or damage that existed prior to your purchase of the Service Plan.
- 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 SERVICE 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 SERVICE PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER THE SERVICES PROVIDED UNDER THIS SERVICE PLAN OR THE FURNITURE COVERED BY THE SERVICE PLAN.

You have the right to cancel and return this Service Plan for a full refund of the purchase price within 20 days after delivery of the Service Plan to you (or after 30 days in **HI & IL** or after 60 days in **CA**). If no service has been provided under the Service Plan, the Service Plan is void and the retailer from whom the Service Plan was purchased shall refund to you the full purchase price of the Service Plan. A cancellation fee equal to the lesser of 10% of the Service 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, 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 Service Plan, less a cancellation fee equal to the lesser of 10% of the Service Plan price or Twenty-Five and 00/100 Dollars (\$25.00).

In **CA & IL**, the Service 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 Service Plan, less a cancellation fee equal to the lesser of 10% of the Service Plan price or Twenty-Five and 00/100 Dollars (\$25.00). In **FL**, you may return the Service Plan at any time for a pro rata refund based on 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made.

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

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. You may not cancel this Plan after expiration of the applicable return period described above.

The purchase price of your Service Plan and the seller are listed on your sales receipt. There is no deductible under the Service Plan. No claims will be paid without prior authorization. You may not sell or transfer your rights under this Service Plan to another person. Except as provided above, you do not have the right to cancel the Service 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 Service 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:** Dept. of Licensing and Regulation at PO Box 121, New York, NY; **NH:** In the event you do not receive satisfaction under this Service Plan, you may contact the New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or 603-271-2261. **TX:** Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711; **SC:** South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or 803-737-6227. **UT:** Contact the Utah Insurance Dept. at Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

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 Service Plan. 2. Any incidental payment of indemnity made pursuant to this Service Plan is limited to \$250 per year. 3. The obligations under this Service Plan are backed by a reimbursement policy issued by Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601.

CT RESIDENTS ONLY: In the event that the parties cannot reach agreement regarding a dispute under this Plan, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Dept: State of Connecticut, Insurance Dept. P.O. Box 816, Hartford, CT 06142-0816, attn: Consumer Affairs.

CT, UT & WI RESIDENTS: Obligations of Guardsman under the Service Plan are insured under a 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, becomes unable to or fails to pay a claim within 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. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE STATE INSURANCE COMMISSIONER OR DEPARTMENT.**

FL, NM & UT RESIDENTS: In Florida, New Mexico and Utah, the obligor and Service Plan provider is Engineered Polymer Solutions, Inc. (“EPS”) and all mentions of “Guardsman” in this Service Plan refer to EPS.

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

WA RESIDENTS ONLY: The service contract provider is Engineered Polymer Solutions, Inc. (“EPS”) and all mentions of “Guardsman” in this plan refer to EPS. Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601. You are entitled to make a claim under the policy directly to Old Republic by calling 1-866-427-3767. EPS does not utilize an independent administrator for the administration of service contracts in Washington, although the retailer from whom you purchased the service contract may provide you with certain services as described in this service contract. You may return the service contract to EPS within 20 days of the date the service contract was mailed to you or within 10 days of delivery, if the service contract is delivered at the time of sale. If no claim has been made under the service contract prior to its return to EPS as described above, the service contract will be void and EPS will refund the full purchase price of the service contract to you. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original purchaser. A 10% penalty per month will be added to a refund of the purchase price that is not paid or credited within 30 days after return of the service contract to EPS. The service contract does not provide for 24-hour emergency repairs.

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

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