



10 YR MATTRESS POWER BASE

The "Furniture Care Protection, Inc. Agreement" (hereinafter the "Agreement") is effective for the Term listed above and begins on the delivery date as shown on the consumer(s) original receipt. Furniture Care Protection, Inc. (FCP) is the Obligor (We, Our, Us) and offers coverage for mechanical and structural breakdowns on the Mattress Power Base. This Agreement applies to the Mattress Power Base listed above with a total cost of \$5,000 or less before sales tax. This agreement is not an insurance contract; it is an extended service agreement between You and the Obligor. This Agreement is not required to purchase or finance Your Mattress Power Base.

WHAT IS COVERED BY THIS AGREEMENT/HOW THE AGREEMENT WORKS:

FCP will repair the Mattress Power Base, at our discretion, when required due to Mechanical and structural breakdowns to a Mattress Power Base as a result of:

- Breakage of mechanisms including sleeper mechanisms, reclining mechanisms and heating and vibrating mechanisms
- Breakage of welds
- Breakage of steel frames
- Failure of integral electrical components, including wiring, motors and remote-control devices

FCP will cover authorized repairs not to exceed the Retail Power Base Purchase Price or FCP will reimburse You for authorized repair or replacement. Replacement parts or complete product will be ordered from the Selling Retailer from which Consumer purchased the Covered Product. Parts or complete product will be replaced with new parts or product of like kind and quality and may be non-original manufacturer parts. In the event of a partial replacement coverage, for any item not replaced, coverage will continue for the remaining term of this Agreement. Replacement of a part or a piece of the Mattress Power Base fulfills coverage on that part or piece of the Mattress Power Base, so is no longer covered under this Agreement. If the original Selling Retailer is not able to replace the Mattress Power Base originally purchased, you may be provided with a substitute product. In the event that a like product or satisfactory substitute product cannot be provided, Consumer will be given a refund of the purchase price of the Covered Product, excluding sales tax, delivery and set-up costs.

ACCEPTANCE OF BENEFITS:

I have read, fully understand, and accept the terms and conditions as set forth in this AGREEMENT, for the coverage purchased, and have received an exact complete copy, including any applicable state provisions. I further declare that the information provided on this Agreement form is true and correct and any modification, alteration, or change to the preprinted terms and conditions of this Agreement is invalid and of no force or effect.

Customer Signature

Date

HOW TO OBTAIN SERVICE

Within five (5) days of the damage or breakdown, contact our customer claims department using our toll-free number 888-705-4001 or email claims@furniturecareprotection.com.

WHEN CALLING FOR SERVICE, CONSUMER MUST HAVE:

- The original receipt showing Consumer's purchase of the Agreement made in conjunction with the purchase of the new qualifying Mattress Power Base and the original copy of this Agreement
- The original delivery date of the repair products and item(s)
- The date of the occurrence of damage or breakdown

There is no deductible required to obtain service for your Mattress Power Base. Service will be performed in your home; if required, the authorized service center may opt to remove the Mattress Power Base to perform service in-shop and will return the Mattress Power Base upon completion. If FCP is unable to repair the damage professionally, we will at our discretion, replace the affected item. 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.

LIMIT OF LIABILITY: The limit of liability is the least of the cost of one of the following; (1) the Retail Power Base Purchase Price excluding tax and delivery costs paid during the purchase of the Mattress Power Base; (2) replacement of the Mattress Power Base with a product of equal or similar features and functionality.

(Obligor/Administrator) Furniture Care Protection, Inc., 5800 NW 135th St., Oklahoma City, OK 73142
(Claims Processing) 888-705-4001 claims@furniturecareprotection.com

IMPORTANT EXCLUSIONS/WHAT IS NOT COVERED: The Agreement does not cover ¹any loss other than covered breakdown or damage of the Mattress Power Base; ²any damage caused by the consumer during the assembly of ready to assemble items; ³product 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; ⁴any and all pre-existing conditions that occur prior to the effective date of the agreement and/or any product sold used or damaged; ⁵any stain or damage occurring prior to or during delivery, while furniture is in transit or storage, or during assembly; ⁶damage from willful abuse, misuse mishandling, unauthorized modifications or alterations to a covered product, failure to follow manufacturer's instructions; ⁷external causes including fire, theft, insects, acts of nature, illegal acts, acts of God or consequential loss of any nature; ⁸incidental, 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; ⁹stain or damage caused by appliance malfunctions and any leak resulting from malfunction; ¹⁰any product used for commercial, institutional or rental purposes; ¹¹Failures that occur outside of the fifty (50) states of the United States of America, including the District of Columbia; ¹²unauthorized repairs and/or parts; ¹³service where no problem can be found; ¹⁴breakdowns which are not reported within the term of this Agreement; ¹⁵stain or damage resulting from the use of cleaning products not approved by the manufacturer, mold, mildew, odor, stains caused by medical incontinence; ¹⁶damage caused by an independent contractor or other service maintenance personnel; ¹⁷bodily injury; ¹⁸damage caused by Pets (other than bodily fluids); ¹⁹wear related repairs or damage, such as, but not limited to rust or corrosion, built up over time, normal wear and tear, scratches or dents; ²⁰noises; ²¹accessories used in conjunction with the covered product.

RENEW OR TRANSFER: This agreement is not renewable or transferable, and only the Consumer listed within this Agreement is eligible for coverage.

CANCELLATION: You may cancel this Agreement for any reason at any time. To cancel, please contact Furniture Care Protection, Inc., 5800 NW 135th St., Oklahoma City, OK 73142 at 888-705-4001. In the first thirty (30) days you will receive a full refund upon cancellation. To cancel within thirty (30) days of receipt, contact the selling retailer of your agreement or FCP for a full refund. After thirty (30) days, you will receive a pro-rata refund based on the time expired less a twenty-five (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid, state provisions apply. To cancel after thirty (30) days, please contact Furniture Care Protection, Inc. or the selling retailer. FCP may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by the consumer. 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 FCP cancels, the return of premium is based upon one hundred percent (100%) of the unearned pro-rata premium. (See State Provisions regarding Your rights, privileges, and conditions governing cancellation of this Agreement in Your state)

OBLIGATIONS: This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligations of the Obligor, Furniture Care Protection, Inc., under this Agreement are insured by a service contract reimbursement policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, 800-209-6206. If the Obligor fails to pay or provide service on a claim or claim for unearned provider fee/unearned premium in the event of cancellation within 60 days after a claim has been filed and all requested documents have been provided, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy.

IMPORTANT INFORMATION: This Agreement pertains to the performance of the Mattress Power Base and does not supersede any warranty provided by the manufacturer of the mattress. FCP's failure to exercise certain rights under the Agreement does not waive those rights. Technicians referred to in this Agreement may be independent contractors of FCP's and may not be employees of FCP. FCP assumes no responsibility for statements of claims made by the technicians, or anyone other than FCP employees. FCP assumes no liability, incidental to, or in connection with, services provided by its independent contractors. Any provision contained herein which is found to be contrary to state or local laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

CLASS ACTION WAIVER: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. This Agreement, including the terms, conditions, limitations, exclusions, and definitions contained on all pages of this Agreement constitutes the entire Agreement.

(Obligor/Administrator) Furniture Care Protection, Inc., 5800 NW 135th St., Oklahoma City, OK 73142
(Claims Processing) 888-705-4001 claims@furniturecareprotection.com