



4 YR OUTDOOR FURNITURE PROTECTION PLAN

The Furniture Care Protection, Inc. Agreement (hereinafter the "Agreement") is a Service Agreement between You and Furniture Care Protection, Inc. (FCP), 5800 NW 135th St., Oklahoma City, OK 73142, the Obligor/Administrator (We, Our, Us). This Agreement is effective for the Term listed above and begins on the date the Consumer(s), shown on the original receipt, takes delivery. If no term is listed, this Agreement will defer to 4 years. This Agreement is not a cleaning or maintenance contract, insurance policy/contract, or your original manufacturer Agreement. It is an extended service agreement provided to you by FCP. This Agreement is only valid for new outdoor residential furniture that was purchased and appears on the original sales receipt and must be listed above under Items Purchased. This Agreement is not required to purchase or obtain financing for furniture.

WHAT IS COVERED BY THIS AGREEMENT: Outdoor upholstered residential furniture
COVERAGE INCLUDES THE FOLLOWING ITEMS FROM A SINGLE INCIDENT:

- Food stains including gum
- Beverage stains
- Human body fluids (except perspiration, body and hair oil)
- Pet fluids (except perspiration, body and hair oil)
- Accidental rips
- Cuts
- Punctures
- Accidental burn or singe marks caused by brief contact with flame or heat
- Cosmetics
- Suntan oil/lotion
- Bleach & caustic solutions
- Ink, markers and dye
- Breakage of glass table tops
- Breakage of welds
- Breakage of umbrella mechanism

HOW THE AGREEMENT WORKS

If Consumer's new furniture becomes accidentally stained or damaged as described above during normal RESIDENTIAL use and Consumer cannot remove the stain or repair the damage, FCP will, at its sole discretion, clean, repair or replace the affected portion or the complete item(s) listed above with the same or a similar item(s) having a retail purchase price less than or equal to the retail purchase price, as listed on the original receipt, of the affected item(s). For purposes of this Agreement and as used in every instance herein, "item" will be defined as a specific and individual piece of furniture and each "item" purchased will be considered to be separate and distinct from any other pieces of furniture purchased. Consumer must have received new furniture free of stains or damage. This Agreement does not cover stains or damage resulting from transit of items(s). If the item(s) is/are not maintained as required by the furniture manufacturer warranty or Consumer does not cooperate with the reasonable request of FCP in its efforts to perform its obligations, coverage under this Agreement is excluded.

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 stain or damage occurring, 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 furniture and the original copy of this Agreement
- The original delivery date of the repair products and item(s)
- The date of the occurrence of the stain or damage, and the date on which the repair was attempted to be resolved by the Consumer.

THE SERVICE PROCESS

- FCP may provide free professional stain removal, repair advice and/or products to aid in the cleaning or repair of the stained or damaged area or item(s).
- If the stain or damage persists, FCP may arrange for a no charge in-home service by a professional technician.
- If FCP's designated technician determines that stain removal or damage repairs must occur off-site, the item(s) will be removed and returned at no cost.
- If FCP's designated technician cannot remove the stain or repair the item(s), FCP at its sole discretion, may elect to replace the affected area.
- FCP, at its sole discretion, may elect to replace the item(s) if the affected area cannot be repaired or replaced. Consumer may select a new replacement item(s) equal in value to the original purchase price of the affected item(s).
- FCP is not responsible for color, dye, lot or texture variations.
- Replacement selection will be done at the original place of purchase; otherwise, FCP, at its sole discretion, will refund a pro-rated portion of the product purchase price. Replaced item(s) become the property of FCP Replacement limited to the aggregate listed on the front of the Agreement for all item(s), not to exceed the retail purchase price paid for the new furniture. If no Aggregate Replacement Limit is listed, this amount will default to \$5,000. Replacement items will not be covered under this Agreement; any single part as listed individually will be replaced a maximum of two times.

(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: This Agreement does not cover ¹anything not specifically listed in the "Coverage" section of this Agreement; ² any stain or damage occurring prior to or during delivery, while furniture is in transit or storage, or during assembly; ³failure to comply with the item(s) manufacturer warranty, and repairs covered by any manufacturer agreement or warranty; ⁴willful abuse or misuse; ⁵stains from: unknown origin, ⁶soiling or damage from normal use, body oil, hair oil, perspiration, darkened areas where head and legs contact furniture; ⁷stains or damage to exotic leathers or suede which exotic leather includes non-bovine hide or any hide embossed or heat stamped with special feature such as alligator, crocodile or ostrich patterns, and basket weave and suede includes covering with raising fibers on flesh-side of hide to give nap effect by buffing; ⁸generalized or accumulated soiling, cracking, peeling, or scratching from wear or tear, maintenance and/or everyday use; except as listed in the "Coverage" section herein, ⁹any stain or damage from pets other than those associated from bodily fluids as named in the "what is covered" section, ¹⁰odors, fading, or color loss and/or discoloration; ¹¹any "X" coded and/or non-color fast fabrics; ¹²components integrated into furniture, including clock mechanisms, refrigerators, lighting or other electrical components that are not included in the "what is covered" section; ¹³stains or damage on furniture that has not been properly cared for or maintained, as per your manufacturer's warranty; ¹⁴stains 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; ¹⁵repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for service; ¹⁶stains or damage due to extensive activities, including but not limited to cuts, rips, tears; ¹⁷furniture that shows signs of infestation, including but not limited to insects, termites, cockroaches and rodents; ¹⁸odors; stains or damage covered under any manufacturer's warranties, or under any homeowner's, renter's, or other insurance policy; ¹⁹stains or damage caused by structural problems, including but not limited to skylights, roofs, or water pipes; ²⁰stains or damage caused by appliance malfunctions, including but not limited to air conditioners and water heaters; ²¹stains or damage caused by theft, vandalism, or as a result of any other illegal activity; ²²stains or damage caused by independent contractors such as but not limited to, maintenance personnel, painters, or other repair or contractor services; ²³any item(s) sold "as-is"; used, and/or without manufacturer warranty and/or retailers warranty; ²⁴any costs or damage from repair and/or cleaning by anyone without written authorization from FCP; any cleaning and/or repair products and/or procedures without written authorization from FCP; any damage by furniture care products not used according to product instructions; ²⁵all natural characteristics that cause appearance variation; ²⁶failure or loosening of threads or separation of seams along seam lines; ²⁷consequential or incidental damages, except those expressly covered herein; personal injury damages; lost profits; lost savings, or other economic damages; ²⁸loss of use of item(s); furniture in storage, utilized for commercial use, non-residential, rental or in-home day care businesses; ²⁹damage from prolonged exposure to fire or heat; ³⁰damage from fraud, intentional acts, war, hostilities, terrorism or vandalism; and acts of God; ³¹ Furniture not covered under this Agreement as listed on page 1, under Items Purchased.

RENEW-TRANSFER-CANCELLATION: This Agreement is not renewable or transferable, and only the Consumer listed within this Agreement is eligible for coverage. You may cancel this Agreement for any reason at any time. To cancel, please contact Furniture Care Protection, 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. To cancel after thirty (30) days, contact FCP or the selling retailer, and you will receive a pro-rata refund based on the time expired less a twenty-five dollars (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid, state provisions apply. We 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 does not supersede any Agreement provided by the manufacturer of the item(s). 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 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.

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