



Montage Furniture Services

Power Base 10-Year Protection Plan Agreement

Protection Plan Number:

This form describes the protection You will have in return for the payment made by You. This Agreement applies to one (1) Covered Mattress Power Base with a total retail cost of \$5,000 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 W. Jackson, 11th Floor, Chicago, IL, 60604. In Florida, the license number is 80173.
- B) "You" and "Your" mean the purchaser of the Covered Product(s). If the Covered Product(s) is 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 SE, Suite 300, Grand Rapids, MI 49546 USA 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.
- H) "Agreement Price" means the cost You pay 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 ten (10) 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 the Covered Product, at Our discretion, when required due to:

Mechanical and structural breakdowns to a mattress Power Base as a result of:

- Breakage of sleeper, recliner, lifting, heating and/or vibrating mechanisms.
- Breakage of welds.
- Breakage of steel frames.
- Failure of integral electrical components, including wiring, motors and remote control devices.

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 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 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).

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

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 AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT AND/OR ANY PRODUCT SOLD USED OR DAMAGED;
- E) ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE;
- F) ACCUMULATED STAINS OR DAMAGE RESULTING FROM LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- G) EXTERNAL CAUSES INCLUDING, FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- H) 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;
- I) STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM;
- J) ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE);
- K) FAILURES THAT OCCUR OUTSIDE OF THE FIFTY (50) STATES OF THE UNITED STATES OF AMERICA, AND/OR THE DISTRICT OF COLUMBIA;
- L) UNAUTHORIZED SERVICE, REPAIRS AND/OR PARTS;
- M) SERVICE WHERE NO PROBLEM CAN BE FOUND;
- N) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- O) ANY DAMAGE RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME;
- 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) 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 RUST OR CORROSION, NORMAL WEAR AND TEAR, SCRATCHES OR DENTS;
- W) NOISES; ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT.

4. CONDITIONS:

- A.) **Renewal:** This Agreement is not renewable.
- B.) **Transferability:** This Agreement is not transferable.
- C.) **RTO Limitations:** 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 Purchase 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 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 pro-rated premium.

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 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). 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 for the appropriate authorized service center.

- Call the 24-hour customer service toll-free number at **1-800-686-5559**.
- Or for on-line service, send an email with claim details to **claims@montagefs.com**.

Claims must be reported to the Administrator within thirty (30) days of noticing 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), 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.

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

State Variations: The following state variations will control if inconsistent with any other provisions:

15. OK: This is not an Insurance Contract. Section 4.F "Dispute Resolution - Arbitration" all references to the state of "Illinois" are replaced with "Oklahoma" and "Dispute Resolution - Arbitration" of this Agreement is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court. (Rev. 6/12)

4.G "Cancellation" is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, Your refund shall be based on one hundred percent (100%) of the unearned Pro rata premium less ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium. The following statement is added to Section 4.H "Entire Agreement": Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. The following statement is added to Section 4.H "Entire Agreement": Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. (Rev. 6/11) See also (24) below.

24. OK: The following statement is added to Section 4.H: "Entire Agreement": If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL, 60604, (800) 209-6206.

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