

FURNITURE SERVICE AGREEMENT

Service Agreement Administrator ("Administrator"):
Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: (800) 342-5349

CONGRATULATIONS: Thank you for your recent purchase of a Preferred Furniture Service Agreement (the "Service Agreement"). We hope you enjoy your new product with the added comfort and protection this Service Agreement provides. Please keep this document in a safe place along with the sales receipt you received when you purchased your product, as you may need them to verify your coverage at the time of service. This information will serve as a valuable reference guide and will help you determine what is covered by the Service Agreement. As the Administrator, WCPS will assist you in understanding your warranty and Service Agreement benefits from the day you purchased your Service Agreement.

DEFINITIONS: Throughout this Service Agreement, the words "We", "Us" and "Our" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, who is AMT Warranty Corp., whose address is 59 Maiden Lane, 6th Floor, New York, NY 10038. For **Florida** residents only, this Service Agreement is an agreement between You and the Technology Insurance Company, Inc., (License No. 03605), 59 Maiden Lane, 6th Floor, New York, New York, 10038. The words "You" and "Your" refer to the purchaser of the product(s) covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred. "Product" means the item(s) which You purchased with and is covered by this Service Agreement. "Failure" means the failure of Your Product to function as intended (including any flaws or deficiencies to Your Product that affect the utility of Your Product for which it was designed for) due to defects in materials or workmanship from normal usage of Your Product. "Deductible" means the amount You are required to pay, as shown under "Deductible" for covered repairs and replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("WCPS"). If You are a resident of Florida, this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "Administrator"). Please contact the Administrator if You have any questions about this Service Agreement.

PRODUCT ELIGIBILITY: This Service Agreement covers fabric, leather and vinyl upholstery, mattresses, wood and other hard surface furniture purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original warranty valid in the United States, providing minimum coverage of one (1) year parts and labor. Coverage only applies to Products purchased for normal indoor household use, including home office settings and not for resale or commercial use, which includes rental, business, and institutional or other non-residential use. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is not functioning as intended due to a Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. If Your Product is a matching furniture set and all pieces are purchased together and are covered under this Service Agreement ("Component Product"), coverage is provided for all Component Products, subject to the conditions and limitations set forth under the Repair Plan and WHAT IS NOT COVERED sections. Parts used to repair or replace Your Product may be new or rebuilt parts and components that perform to the factory specifications of Your Product. Non-original manufacturer's parts may be used if original equipment parts are unavailable. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" below.

Repair Plan: If Your Product or a Component Product of Your furniture set becomes accidentally stained or damaged during normal use, a professional cleaning solution package will be provided; should this not resolve the stain or damage to your Product, a professional technician may be sent to service the problem at no cost to you. In the event We are unable to repair the covered stain or damage to Your Product, the Administrator, at its discretion, will replace the affected Component Product, or replace Your Product in its entirety. Replacement Component Product(s) will be of comparative quality to the original Component Product of the furniture set, provided the price of the replacement does not exceed the original purchase price of the Component Product being replaced. Replacement of your complete Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement, where allowed by law. Replacement furniture products are not eligible for coverage under this Service Agreement. Component Products of Your furniture set are eligible for a one-time replacement only; once the affected Component Product has been replaced, the replacement Component Product will not be eligible for coverage for the remaining term of this Service Agreement. Any unaffected Component Products of your furniture set will continue to be covered under this Plan for the remaining term of this Service Agreement, provided no claim was made on such unaffected Component Products. We will not replace or provide compensation for unaffected Component Products that do not match the replacement products. This Service Agreement does not cover pickup, maintenance inspections, crating or delivery or freight charges.

Furniture Product replacements or replacement parts and components will be ordered from the retailer from whom You originally purchased your Product. In the event the retailer is unable to replace the Component Product of Your furniture set or provide a replacement product of comparable quality, We will refund up to the original purchase price of Your affected Component Product, excluding taxes and less claims paid, if any; in the event the retailer is unable to replace Your furniture

Product in its entirety, We will refund up to the original purchase price of Your Product, excluding taxes and ,less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied. Replacement products may retail for a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference. You may be required to deliver the defective product prior to receiving reimbursement or a replacement product. Any and all parts from the Component Products of Your furniture set replaced under this Service Agreement, or complete furniture products replaced become Our property in their entirety. In no event shall Administrator or We be liable for any damages as a result of the unavailability of replacement parts or matching fabric or leather.

Coverage for fabric, leather, vinyl upholstery and mattresses includes:

- ❖ Accidental stains caused by:
 - Food and beverages
 - Nail polish and nail polish remover stains or damage
 - Human and pet body fluid stains (except perspiration, and hair or body oils)
 - Ballpoint ink pen stains
- ❖ Accidental damage:
 - Punctures, rips and burns
 - Breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating and vibrating mechanisms.

Coverage for case goods and other hard surface furniture includes:

- ❖ Accidental stains caused by:
 - Food and beverages
 - Human and pet bodily fluids
 - Nail polish and nail polish remover stains or damage
- ❖ Accidental damage:
 - Nail polish remover damage
 - Liquid marks or rings
 - Breakage
 - Gouges or chips that penetrate the finish exposing the substrate
 - Cigarette burns and heat marks
 - Checking, cracking, bubbling or peeling of finish caused by a specific incident
 - Breakage, chips, or scratches of glass or mirrors
 - Loss of silvering on mirrors
 - Failure of integral electrical components

DEDUCTIBLE: There is no Deductible required to obtain service on Your Product.

PLACE OF SERVICE: If Your Service Agreement includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your residence, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it's necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Service Agreement. **In-Home/On-Site Service** will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

LIMIT OF LIABILITY: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. **IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.**

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

SERVICE AGREEMENT TERMS:

Repair Plan: Coverage under this Plan begins on the date of product purchase or date of installation by the selling retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Service Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the

manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer's operating condition.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-800-342-5349 (available 24 hours a day) to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service or web chat, log onto www.WCPSOnLine.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. **THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS OR CLEANINGS.** When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS, DEFECTS, STAINS OR DAMAGES CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE PROBABILITY RELATES TO THE FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE); (B) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA; (C) DOES NOT COVER FLOOR SAMPLES OR MERCHANDISE SOLD AS "CLEARANCE" OR "AS IS" AT THE TIME OF PURCHASE; (D) READY-TO-ASSEMBLE (RTA) FURNITURE; WICKER, RATTAN OR PVC FURNITURE; (E) FURNITURE THAT IS USED FOR COMMERCIAL, INSTITUTIONAL, OUTDOOR OR RENTAL PURPOSES; (F) DAMAGE OR ACCIDENTS DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS OR EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: COLLAPSE OR EXPLOSION; DIRT, EARTHQUAKE, FIRE, FLOODS, FREEZES, HAIL, LIGHTNING, MOISTURE OR WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, NATURAL DISASTERS, NUCLEAR RADIATION, RADIOACTIVE CONTAMINATION, RIOT, SAND, SMOKE, SPILLAGE OF ANY KIND UNLESS OTHERWISE NOTED UNDER THE COVERAGE'S SECTION, STORMS, TORNADOS, WAR OR HOSTILE ACTION, WIND OR WINDSTORM, ETC.; (G) ABUSE, ACCIDENTAL DAMAGE (UNLESS OTHERWISE NOTED UNDER THE COVERAGE'S SECTION), ANIMAL OR INSECT INFESTATION, BENDING, CORROSION, FUNGUSM, INTENTIONAL PHYSICAL/MECHANICAL DAMAGE, MALICIOUS MISCHIEF, MISUSE, MOLD OR MILDEW, NEGLIGENCE, NEGLIGENCE, PHYSICAL DAMAGE, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, ROT, RUST, WARPING, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT PRODUCT OF YOUR FURNITURE SET; (H) ACCIDENTS, INTENTIONAL OR ACCIDENTAL DAMAGE, BY THIRD PARTIES (E.G., ANY INDEPENDENT CONTRACTS, SUCH AS BUT NOT LIMITED TO PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; (I) UNAUTHORIZED REPAIRS OR MODIFICATIONS; (J) REPAIRS TO PRODUCTS OR ATTACHMENTS NOT LISTED ON THE SERVICE AGREEMENT PURCHASE DOCUMENTATION OR BILL OF SALE; (K) REPLACEMENT COSTS FOR LOST PARTS OR COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR DECORATIVE PARTS OR ANY NON-MOTOR DRIVEN MECHANICAL PARTS, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, OR OTHER PARTS SUCH AS FINISH DEFECTS, FRAMES, GLASS, HANDLES, HINGES, KNOBS, LATCHES, LIGHTS, MOLDINGS, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, SHELVES, SUPPORTS, SUSPENSION, ETC.; (L) CLOCK MECHANISMS; (M) COST OF PREVENTATIVE MAINTENANCE, OR GENERAL MAINTENANCE AND CLEANING; (N) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, ANOTHER SERVICE AGREEMENT OR OTHER INSURANCE; (O) ANY REPAIRS OR PARTS COVERED BY A REPAIR FACILITY OR MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC. REGARDLESS OF THE MANUFACTURER'S OR REPAIR FACILITY'S ABILITY TO PAY FOR SUCH REPAIRS; (P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (Q) STAINS, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR WHICH HAS BUILT UP OVER TIME, (E.G. HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS) OR SIGNS OF SOILING INCLUDE DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE FURNITURE (THESE DARKENED AREAS ARE SIGNS OF SOIL BUILD-UP); (R) DAMAGE DUE TO HARSH OR CORROSIVE CHEMICALS; ACIDS, INCLUDING WITHOUT LIMITATION, DYES AND INKS (EXCEPT BALLPOINT), FERTILIZER, BLEACH, OR GUM; (S) PET DAMAGE (EXCEPT BODILY FLUIDS AS OUTLINED UNDER THE COVERAGE'S SECTION); (T) COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL; (U) STAINS OR DAMAGE CAUSED BY INCONTINENCE; (V) SUN FADE OR DIRECT EXPOSURE TO SUNLIGHT, BRIGHT LIGHT OR EXTREME HEAT; (W) STONE OR SAND ABRASION; (X) ODORS; (Y) EXTREME TEMPERATURE OR HUMIDITY CHANGES; (Z) FABRICS WITH "X" CLEANING CODES AND NON-COLORFAST FABRICS AND LEATHERS; (AA) FURNITURE THAT HAS BEEN NEGLECTED, ABUSED OR IS IN AN UNSERVICEABLE CONDITION; (AB) STAINS, COLOR LOSS OR DAMAGE RESULTING FROM CLEANING METHODS OR

PRODUCTS (DETERGENTS, ABRASIVES OR OTHER HARSH CLEANING AGENTS) OTHER THAN THOSE RECOMMENDED BY THE FURNITURE MANUFACTURER; (AC) WEAR RELATED ISSUES, SUCH AS BUT NOT LIMITED TO, FADING, WEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING OF ANY FABRIC ON ALL TYPES OF FURNITURE; (AD) SPLITS OR BI-CAST LEATHER; (AE) VARIATION OF THE COLOR, OR GRAINING OF WOOD OR WOOD PRODUCTS, MARBLE OR LEATHER; SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS; NATURAL MARKINGS ON LEATHER, SUCH AS, HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, OR SUEDE, AND LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE STIMULATING NATURAL COWHIDE; NON-BOVINE LEATHERS; NUBUCK AND OTHER BUFFED LEATHERS; (AF) PICK-UP AND DELIVERY OF PRODUCTS TO AND FROM A CLIENT LOCATION; (AG) LOSS OR DAMAGE TO THE COVERED PRODUCT WHILE IN THE COURSE OF TRANSIT; (AH) DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY OR WHILE FURNITURE IS BEING MOVED BETWEEN RESIDENCES OR INTO OR OUT OF STORAGE; (AI) IMPROPER OR INADEQUATE STORAGE; (AJ) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (AK) DESIGN DEFICIENCY; (AL) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED OR REPAIRS TO PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (AM) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY COMPONENT PRODUCT OF YOUR FURNITURE SET OR COVERED PRODUCT INCLUDING BUT NOT LIMITED TO ADJUSTMENTS, ALTERATIONS, MANIPULATION OR MODIFICATIONS MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (AN) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC. OR OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; USER EDUCATION, SET UP ADJUSTMENTS; (AO) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION: You may cancel this Service Agreement by informing the selling dealer/retailer of your cancellation request within 30 days of the purchase of the Service Agreement and you will receive a 100% refund of the full purchase price of Your Service Agreement. If your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less, unless otherwise provided by state law.

If we cancel this Service Agreement, We must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one hundred percent (100%) of the unearned pro rata purchase price of this Service Agreement.

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-877-548-1729 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. This Service Agreement is not renewable and may not be transferred. The cancellation provisions in this agreement only apply to the original purchaser of this Service Agreement.

This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

STATE DISCLOSURES

Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama only: If Your cancellation request is made more than 30 days from the date of purchase, We will refund the unearned portion of its full purchase price. However, We will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to Us. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You to the Provider relating to the covered property or its use. AMT Warranty Corp. is the Provider under this Service Agreement.

Arizona only: CANCELLATION - You may cancel this Service Agreement at any time prior to the expiration date by sending written notice to the Administrator, Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the Service Agreement. However, no claims incurred or paid will be subtracted from this refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

California only: This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if your Service Agreement and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

Connecticut only: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Agreement for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Product**.

Florida only: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: You may cancel this Service Agreement at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from a refund. **WHAT IS NOT COVERED:** Letter (A) is deleted and replaced with the following: A) Any and all pre-existing conditions known to you that occur prior to the effective date of this Service Agreement. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement:

This Service Agreement will not become void if You make unauthorized repairs or cleanings. However, this Service Agreement will provide no coverage if you make unauthorized repairs or cleanings.

Illinois only: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Agreement. The Service Agreement Holder may cancel the Service Agreement at any time. If the Service Agreement Holder elects cancellation, We may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or \$50.00. The Service Agreement may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Service Agreement purchase price, less the cancellation fee, will be paid to the Service Agreement Holder. The Service Agreement may be cancelled at any other time and a pro-rata refund of the Service Agreement purchase price for the unexpired term of the Service Agreement, as measured by the number of days still remaining on the Service Agreement, less the value of any service received and any cancellation fee stated in the Service Agreement will be paid to the Service Agreement Holder.

Indiana only: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased the Service Agreement.

Missouri only: If your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

Nebraska only: If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this Service Agreement. This Service Agreement is not renewable. These provisions apply only to the original purchaser of the Service Agreement. You may cancel this Service Agreement at anytime by notifying the Administrator in writing. If You have made no claim and Your request for cancellation is within 60 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the Service Agreement, or if Your request is beyond the first 60 days, You will be entitled to a pro-rata refund of the unearned Service Agreement fee, less a \$25.00 administrative fee. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Service Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. In the event the Provider cancels this Service Agreement, written notice will be sent to Your last known address at least 15 days prior to cancellation with the effective date. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs or cleanings. However, unauthorized repairs or cleanings will not be covered under this Service Agreement."

New Mexico only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York, South Carolina, and Wyoming only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

North Carolina only: The purchase of a Service Agreement is not required in order to obtain financing for the product. You may cancel this Service Agreement at any time after purchase. You will receive a pro-rata refund of the Service Agreement purchase price less the cost of repairs made and less an administrative fee of 10% of the Service Agreement purchase price up

to \$25.00. We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

Oklahoma only: This Service Agreement applies to consumer appliance or electronic products. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this service warranty is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this contract, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

Oregon Only: This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina only: If You have any questions regarding this Service Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas only: If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is returned to the Provider. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

Utah only: Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this Service Agreement for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the Service Agreement for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

Washington only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "**WHAT IS NOT COVERED**" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6th Floor, New York, NY 10038 or 866-505-4048.

Wisconsin only: **THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Agreement at any time. If You cancel this Service Agreement within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Service Agreement. If You cancel this Service Agreement after 30 days, You will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

These terms & conditions are available on our website at www.wcpsonline.com/Furniture or call 1-800-342-5349 to have a copy mailed to you.