

- Keep this Protection Plan and your original sales invoice in a safe place.
- Any stain or damage must be reported to Guardsman within thirty (30) 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 Protección en Español, favor llámanos al (800) 253-3957.
- Si vous nécessitez un Plan de Protection en français, veuillez nous rejoindre au (800) 253-3957.

**SERVICE CONTRACT:**

This Guardsman 5-Year Complete Outdoor Furniture Protection Plan (“Protection 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 Protection Plan, Guardsman agrees to provide Service (“Service”) as outlined in the “SERVICE PROCEDURES” section of this Protection Plan.
2. This Protection Plan is not a cleaning or maintenance contract, insurance policy, or your original manufacturer warranty.
3. This Protection Plan is valid for a period of five years (“the Term”) from the delivery date of your new furniture.
4. This Protection Plan covers accidental damage from handling, as listed in the “WHAT IS COVERED” section of new outdoor furniture up to a maximum \$20,000 in retail value.
5. This Protection Plan is only valid for new furniture that was purchased at the same time as this Protection Plan and appears on the sales receipt as such.
6. This Protection Plan is non-transferable and not renewable.
7. You must retain this Protection Plan and the sales receipt for both the furniture and this Protection Plan.

**WHAT IS COVERED:**

*This Protection Plan provides Service for any of the following stains and damage from a specific occurrence, except for what is listed in the “WHAT IS NOT COVERED” section of this Protection Plan:*

**Fabric Upholstered Areas and Cushion Sets:**

1. Food or beverage stain.
2. Human or pet bodily fluid stain.
3. Ballpoint pen ink or marker stain.
4. Cosmetic stain, suntan lotion, or suntan oil stain.
5. Bleach stains.
6. Puncture, cut, tear, or rip.
7. Burn or heat mark.

**Wood, Glass, Stone, and Other Hard Surfaces:**

1. Food or beverage stain on wood, wicker, plastic/resin, or stone.
2. Scratch, gouge, chip, burn, heat mark, liquid mark, or ring on wood.
3. Breakage, burn, heat mark, chip, crack, gouge, liquid mark, or ring on stone.
4. Breakage of table tops.
5. Breakage of welds.

**Tables and Arc Umbrellas:**

1. Food or beverage stain.
2. Breakage of umbrella ribs from a specific incident.
3. Operational or structural failure to umbrella mechanisms, if it was covered by an original manufacturer warranty that has since expired.

**REQUIREMENTS FOR REQUESTING SERVICE:**

*Failure to meet any of the following requirements can result in a denial of Service under this Protection 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 thirty (30) 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 Protection Plan within 30 days after reporting your stain or damage.

**FABRIC CLEANING CODES**

*Fabric Cleaning Codes on upholstered furniture can be found on the manufacturer’s ID tag. Always follow the manufacturer’s recommended cleaning methods, and pre-test any product in a hidden area for colorfastness of fabric or leather. This Guardsman Protection Plan does not cover any type of fabric that is non-colorfast.*

<b>FABRIC TYPES:</b>	<b>Covered under this Protection Plan</b>
<b>“S” Cleaning Code:</b> Can only be cleaned using a solvent-based cleaner.	<b>Yes</b>
<b>“W” Cleaning Code:</b> Can be spot cleaned with a water-based cleaner.	<b>Yes</b>
<b>“WS” or “SW” Cleaning Code:</b> Can be spot cleaned with solvent-based or water-based cleaning products.	<b>Yes</b>
<b>“X” Cleaning Code:</b> Can only be vacuumed and cannot be cleaned with any type of cleaner.	<b>No</b>

**SERVICE PROCEDURES:**

*If Guardsman determines that the reported stain or damage is covered under this Protection 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.
- Guardsman may replace all or part of the affected area, component, or piece of furniture. Dye lots vary and furniture may fade over time, so replacements may not exactly match the color of non-replaced areas. Guardsman may use non-manufacturers’ parts at Guardsman’s sole discretion, whether or not an equivalent manufacturers’ part is available.
- Guardsman may arrange for a store credit at the original store where purchased in an amount equal to the original purchase price of the affected piece of furniture (“Reselection”). Sectionals, dining chair groups, chair and ottoman sets, or identical items with the same “SKU” number will be considered a single item for purposes of Reselection. Your Reselection store credit is only valid for 60 days after notification by Guardsman.
- If the original item is no longer available, Guardsman will allow a Reselection of the item and any matching pieces listed on the original sales receipt. Matching pieces are defined as all items within a group (tables, chairs, and umbrellas) with identical fabric or design. In the event the damaged item is a cushion or umbrella, the plan will allow for Reselection value of all cushions and umbrella(s), excluding the furniture.
- Guardsman may offer a settlement amount up to the original purchase price of the furniture.
- Replacement, Reselection, or settlement will complete your coverage under this Protection Plan on the area, component, or piece of furniture. Replaced or Reselected furniture is not eligible for a new Guardsman Protection Plan.
- If you submit a covered claim for a stain or damage that Guardsman is unable to repair and the particular store location where you originally purchased your furniture has closed, no longer carries Guardsman as a supplier, changed ownership, or has stopped selling new furniture since your purchase, Guardsman will give you a refund of the original purchase price of this Protection Plan which will complete your coverage under this Protection Plan.

**WHAT IS NOT COVERED:** *This Protection 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 REQUESTING SERVICE” have not been followed.
- Any stain of unknown origin or accumulation of stains, damage or 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”).
- Customer’s Own Material (COM) items.
- Stains or damage to “X” cleaning code fabrics and non-colorfast fabrics (fabric 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.

## 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 due to intentional and/or pervasive 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).
- 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 occur during any delivery or installation process, or before the furniture is delivered to your residence.
- Stains or damage that occur 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, the following:

- Scuffing or other surface abrasions.
- Pilling or fraying of fabric.
- Loose joints.

## Miscellaneous

- Odors.
- Stains or damage caused during Furniture assembly.
- 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, wind, 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.

**GUARDSMAN’S OBLIGATIONS UNDER THIS PROTECTION 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 PROTECTION PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER SERVICES PROVIDED UNDER THIS PROTECTION PLAN OR FURNITURE COVERED BY THE PROTECTION PLAN.**

You may cancel and return the Protection Plan to the retailer or seller from whom you purchased it for a full refund of its purchase price within 20 days (or within 30 days in **IL** or within 60 days in **CA**) after its delivery. If no service has been provided under the Protection Plan on the date of your cancellation of it, the Protection Plan is void and the retailer or seller from whom you purchased it shall refund to you its full purchase price. A cancellation fee equal to the lesser of 10% of the Protection Plan’s purchase 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: **AL, AR, CA, HI, MD, MO, NM, NV, NY, SC, TX, VT, WY.**

If you purchased the Protection Plan in **HI** or **NV**, you have the right to return the Protection Plan to Guardsman for a full refund of its purchase price within 30 days in **HI**, and within 10 days if you received the Protection Plan at its point of sale or 20 days if you received the Protection Plan by mail in **NV**, after delivery of the Protection Plan to you. To the extent that **NV** law gives you the right to return your Protection Plan after such 20-day period, you may request cancellation thereafter in writing and Guardsman will refund you a pro rata portion of the Protection Plan’s purchase price based on the time remaining under its term, less a cancellation fee equal to the lesser of 10% of the Protection Plan’s purchase price or Twenty-Five and 00/100 Dollars (\$25.00).

In **CA & IL**, you may cancel any time after the applicable return period described above, by providing written notice of cancellation to Guardsman (whether or not you have made a claim under the Protection Plan). If you cancel the Protection Plan, Guardsman will refund you a pro rata portion of the Protection Plan’s purchase price based on the time remaining under its term, a cancellation fee equal to the lesser of 10% of the Protection Plan’s purchase price or Twenty-Five and 00/100 Dollars (\$25.00). In **FL**, you may cancel the Protection Plan at any time for a pro rata refund of the Protection Plan’s purchase price based on 90% of unearned pro rata premium less any claims paid or cost of repairs previously made under the Protection Plan.

A penalty of 10% of the Protection Plan’s purchase price per month shall be added to any refund not paid within 30 days of your proper return of the Protection Plan; provided that if you purchased the Protection Plan in **NV**, a penalty of 10% of the Protection Plan’s purchase price for each 30 day period or portion thereof shall be added to any refund not paid within 45 days of your proper return of the Protection Plan until you have received your refund.

Guardsman may not cancel the Plan, 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 the Plan after expiration of the applicable return period described above.

The furniture covered under the Protection Plan, the Protection Plan’s purchase price and its seller are listed on your sales receipt. There is no deductible under the Protection Plan. Service requests are paid only when a Guardsman approved service technician makes the repair. You may not sell or transfer your rights under the Protection Plan. Except as provided above, you do not have the right to cancel the Protection Plan if you return the product covered or it is sold, lost, stolen, or destroyed. You do not have the right to renew the Protection 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: **NH:** If you do not receive satisfaction under the Protection Plan, you may contact the New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 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 call 803-737-6227. **UT:** Contact the Utah Insurance Dept. at Utah Dept. 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:** A claim against the provider includes a claim for return of the unearned provider fee.

**CA RESIDENTS:** Valspar Corporation is the Obligor and provider. Valspar Industries LLC is the Administrator. Any incidental indemnity payment made under the Protection Plan is limited to \$250 per year. The obligations under the Protection Plan are insured by a reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Av., Greensburg, PA 15601.

**CT RESIDENTS:** If the parties cannot reach agreement regarding a dispute under the 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:** Guardsman’s obligations under the Protection Plan are insured by a reimbursement insurance policy. The insurer insuring Guardsman’s obligations if it becomes insolvent is Old Republic Insurance Company, 133 Oakland Ave., Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent or unable to or fails to pay a covered claim within 60 days of your filing it, you may make a claim under the reimbursement policy directly to Old Republic by calling 866-427-3767. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE STATE INSURANCE COMMISSIONER OR DEPARTMENT.**

**FL & NM RESIDENTS:** The Obligor and Protection Plan provider is Engineered Polymer Solutions, Inc. (“EPS”), and “Guardsman” in the Protection Plan refers to EPS.

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

**NV RESIDENTS:** You do not have the right to recover any consequential damages related to this Protection Plan against Guardsman or any of its affiliates.

**UT RESIDENTS:** All references to “Guardsman” herein refer to Engineered Polymer Solutions, Inc., d/b/a Guardsman, a wholly-owned subsidiary of The Valspar Corporation, the obligor and Protection Plan provider in the State of Utah. If the furniture covered under the Protection Plan requires a bona fide and necessary need for emergency repair to furniture covered under the Protection Plan to avoid imminent safety hazard, and repair cannot be performed by Guardsman during its normal business hours, you may obtain services for such emergency repair from a qualified service provider, and Guardsman will reimburse you up to the amount of Guardsman’s negotiated service rate with its service technician for the reasonable and customary costs you incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Protection Plan. Your failure to report notice of a claim or file proof of loss within the time period specified in the Protection Plan does not invalidate such claim or proof of loss if it was not reasonably possible for you to report such notice or file such proof of a loss within such time period, and you report such claim or file such proof of loss as soon as reasonably possible.

**WA RESIDENTS:** The service contract provider is Engineered Polymer Solutions, Inc. (“EPS”) and “Guardsman” as used in the Plan refers to EPS. The service contract provider’s obligations are insured by a service contract reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Ave., Greensburg, PA 15601. You may make a claim under the policy directly to Old Republic by calling 866-427-3767. EPS does not use an independent administrator for administering 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 before its return to EPS, the service contract will be void and EPS will refund its full purchase price to you. The right to void the service contract is not transferable and applies only to the original purchaser. A 10% penalty per month will be added to a refund of the purchase price 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:** 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**