



GUARDSMAN
EXCELLENCE IN FURNITURE CARE
SINCE 1915

5-Year Gold Complete Furniture and/or Area Rug Protection Plan

Consumer Name: _____

YOUR SERVICE CONTRACT NUMBER IS:

GCOMRAR5-FR

- Keep this Service Contract and your original sales invoice in a safe place.
- Any stain or damage must be reported to Guardsman within thirty (30) days of the date that the stain or damage occurred. Notify Guardsman by filing a Service Request at guardsman.com, or by calling (877) 584-GOLD.

SERVICE CONTRACT:

This 5-Year Guardsman Gold Complete Furniture and/or Area Rug Protection Plan ("Service Contract") is a Contract between you (as the original purchaser and consumer) and the obligor, The Valspar Corporation, through its Guardsman division, 4999 36th Street, Grand Rapids, MI 49512. See the following page for additional terms, conditions and disclosures, including terms, conditions and disclosures that apply to plans sold in particular jurisdictions.

1. If a stain or damage listed in the "WHAT IS COVERED" section occurs during the Term of this Service Contract, Guardsman agrees to provide Service ("Service") as outlined in the "SERVICE PROCEDURES" section of this Service Contract.
2. This Service Contract is not a cleaning or maintenance contract, an insurance policy, an extended warranty, or your original manufacturer warranty.
3. This Service Contract is for your new furniture and/or area rug with a retail value of up to \$30,000 ("Furniture"). The Service Contract provides Service for damage to Furniture from handling, as listed in the "WHAT IS COVERED" section below.
4. This Service Contract is valid for a period of five years from the delivery date of your Furniture ("the Term") or until you are supplied a Replacement or Reselection, or the Service Contract is otherwise terminated or completed according to the terms as set forth herein.
5. This Service Contract is only valid for new Furniture that was purchased or acquired through lease-to-own arrangements, at the same time as this Service Contract and appears on the sales receipt as such.
6. This Service Contract is non-transferable and not renewable. The benefits of this Service Contract are not available to the lessor under any lease-to-own arrangement.
7. You must retain this Service Contract and the sales receipt for both the Furniture and this Service Contract.

WHAT IS COVERED:

This Service Contract provides Service for any of the following, except for what is listed in the "WHAT IS NOT COVERED" section of this Service Contract:

Fabric, Leather, Nubuck, & Vinyl Upholstered Furniture:

1. Any household stain.
2. Any puncture, cut, tear, or rip from a specific incident.
3. Any burn from a specific incident.
4. Seam separation.
5. Zipper and button breakage.
6. Operational or structural failure to frames, springs, mechanisms, motors, levers (hand wands), and power and remote cords used for sleeper, reclining, and inclining applications, if an original manufacturer warranty was provided with the purchase of the Furniture.

Wood and Other Hard Surface Furniture:

1. Any household stain.
2. Any liquid mark or ring.
3. Breakage.
4. Any scratch, gouge, or chip from a specific incident.
5. Any burn or heat mark from a specific incident.
6. Checking, cracking, bubbling, or peeling of finish from a specific incident.
7. Any chip, scratch, or breakage of glass or mirrors.
8. Loss of silvering on mirrors.
9. Operational or structural failure to frames, springs, mechanisms, motors, levers (hand wands), and power and remote cords used for sleeper, reclining, and inclining applications, if an original manufacturer warranty was provided with the purchase of the Furniture.

Area Rug:

1. Any household stain.
2. Any puncture, cut, tear, or rip from a specific incident.
3. Any burn from a specific incident.

REQUIREMENTS FOR REQUESTING SERVICE:

Failure to meet any of the following requirements can result in a forfeit of Service under this Service Contract.

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) days of the date that the stain or damage occurred. Notify Guardsman by calling (877) 584-GOLD, 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 Service Contract within 30 days after reporting your stain or damage.

LEATHER IDENTIFICATION

There are many different leather types available. Please reference the chart below that identifies which types of leather are eligible for Service under this Service Contract. This Guardsman Service Contract does not cover any type of leather that is non-colourfast; other excluded leathers are listed under Ineligible Furniture & Components.

LEATHER TYPES:

Aniline (Unfinished): Leather treated with an aniline dye with no other pigmented finishes applied.

Bicast: Split hide finished with polyurethane topcoating.

Bonded: Vinyl or polyurethane surface laminated to a backing made of a leather fibre blend and other material.

Finished: Aniline dyed leather treated with a surface application to colour, protect, or mask imperfections.

Nubuck: Top grain aniline dyed leather buffed to give a nap effect.

Pull-Up (Waxed): Full aniline dyed leather with an oil or wax surface.

Semi-Aniline: Aniline leather with a thin layer of pigmented coating that partially seals the pores of the leather's surface.

SERVICE PROCEDURES:

If Guardsman determines that the reported stain or damage is covered under this Service Contract, 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 authorised 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 ("Replacement"). Dye lots vary and Furniture may fade over time, so replacements may not exactly match the colour 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 reselection 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. If the original item or piece 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 Furniture set. Your Reselection store credit is only valid for 60 days after notification by Guardsman.
- Replacement or Reselection will complete the Term under this Service Contract. Replaced or Reselected furniture is not eligible for a new Guardsman Service Contract.
- If you notify Guardsman of an eligible stain or damage that Guardsman is unable to resolve using a Service Procedure, and/or 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 refund the original purchase price of this Service Contract which will complete the Term of under this Service Contract.

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 colourfastness of fabric or leather. This Guardsman Service Contract does not cover any type of fabric that is non-colourfast.

FABRIC TYPES:	Covered under this Service Contract
"S" Cleaning Code: Can only be cleaned using a solvent-based cleaner.	Yes
"W" Cleaning Code: Can be spot cleaned with a water-based cleaner.	Yes
"WS" or "SW" Cleaning Code: Can be spot cleaned with solvent-based or water-based cleaning products.	Yes
"X" Cleaning Code: Can only be vacuumed and cannot be cleaned with any type of cleaner.	No

WHAT IS NOT COVERED: *This Service Contract 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 SERVICE” have not been followed.
- Any accumulation of stains or damage, including 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 suede or exotic leathers.
- Stains or damage to split-grain leather hides used in seat cushions, back cushions, or arm areas, except for bicast leather as listed in the “WHAT IS COVERED” section.
- Stains or damage to “X” cleaning code fabrics and non-colourfast fabrics and leathers (fabric or leather, and area rugs that loses colour 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, or others that are not included in the “WHAT IS COVERED” section.
- Mattresses.

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 mould or mildew.
- Stains or damage, including colour loss or colour 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

- Stress tear (tearing or ripping of upholstery within one-half inch of and parallel to the seam line) or fabric flaws.
- Fringe on area rugs.
- Fading, colour loss, or colour change.
- Loss of foam and/or inner spring resiliency (including body impressions).
- Cracking and peeling of leather or vinyl.
- Natural leather markings such as, but not limited to, scars, insect bites, brand marks, and wrinkles.
- 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 not located within 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, pulls, snags, or fraying of fabric or area rug.
- Loose joints.

Miscellaneous

- Odours.
- 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, 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.

THIS SERVICE CONTRACT IS A CONTRACT FOR THE SALE OF SERVICES. THE OBLIGATIONS OF GUARDSMAN UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN. NO EXPRESS WARRANTY OR IMPLIED WARRANTY OF ANY KIND OR OTHER NATURE IS GRANTED HEREIN. GUARDSMAN DISCLAIMS ANY AND ALL IMPLIED WARRANTIES. NO ONE IS AUTHORIZED TO ASSUME FOR GUARDSMAN ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS SERVICE CONTRACT. GUARDSMAN SHALL NOT BE LIABLE IN EITHER TORT, CONTRACT, OR EQUITY FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL, ARISING OUT OF ANY BREACH OF THIS SERVICE CONTRACT OR PERFORMANCE OF SERVICES HEREUNDER. GUARDSMAN'S TOTAL LIABILITY UNDER THIS SERVICE CONTRACT IS LIMITED TO REPAIR, REPLACEMENT, RESELECTION OR REFUND. REPAIR, REPLACEMENT, RESELECTION, OR REFUND ARE YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS SERVICE CONTRACT.

Residents of Ontario, British Columbia and Saskatchewan:

*The Consumer Protection Act, 2002 c. 30, Business Practices and Consumer Protection Act, SBC 2004 or Consumer Protection Act, SS 1996, c C-30.1 will apply to your Service Contract if your total payment obligation under this Service Plan exceeds \$50.00, or such other prescribed amount as may be set by regulation from time to time. In B.C. and Saskatchewan a Service Contract to which the *Act* applies may be cancelled on notice to Guardsman within one year after a copy of the Service Contract is provided if such Service Contract does not contain the prescribed information. In Ontario, a Service Contract to which the *Act* applies may be cancelled on notice to Guardsman within one year after the date of entering into the Service Contract if the Service Contract does not contain the prescribed information.*

Personal Information:

All personal information collected by Guardsman is used and disclosed in accordance with Guardsman's Privacy Policy at guardsman.com. You consent to Guardsman's disclosure of Your personal information relevant to your Service Contract, including any information required in the event of a Service Request, to us, a third party service provider (if applicable), and the vendor or manufacturer.