

Outdoor Furniture Protection Plan

PROTECTION 1ST SM

By



FF-OD3 -

To Qualify For Service Under This Plan You Must:

- Report any covered problem by calling 1-800-995-2229 or sending an e-mail with claim details to service@furniturefirst.com **within fourteen (14) days of first noticing the problem.**
- Provide proof of purchase on request – a copy of your sales receipt that details the retailer, the purchase date, the delivery date, the Plan purchased, the items covered by the Plan and their purchase cost.
- Provide the Plan number from this certificate on request. Any claim that cannot be substantiated by proof of purchase within thirty (30) days of Protection 1st requesting such proof of purchase will be voided.
- Do not submit claims to the store from which you purchased your furniture as it does not provide or administer this Protection Plan.

Your retailer and Protection 1st agree to provide service to the original purchaser of the furniture covered by this Protection Plan for three (3) years from the date of delivery of the item(s). If, under the terms listed below, an item becomes accidentally stained or damaged during normal residential use and you cannot remove the stain or repair the item yourself following recommended procedures, a professional technician will service the problem at no cost to you. If the covered stain or damage cannot be resolved, Protection 1st will, at its sole option, replace the affected portion or the complete item.

Replacement items will be the same as or similar to the original item purchased, provided the price of the replacement does not exceed the original purchase price. One-time replacement of your furniture is the extent of Protection 1st's liability under this Protection Plan. The replacement furniture is not eligible for coverage under this Plan. Replacement of a part or a piece of furniture ends Plan coverage on that part or piece(s). Any furniture originally covered by the Plan and not replaced remains under coverage for the remaining term of the Plan.

Replacement parts or furniture will be ordered from the retailer from which you originally purchased your furniture. If the retailer is not able to replace the item originally purchased or provide a satisfactory substitute item, you will be given a refund of the purchase price of this Protection Plan in lieu of replacement of your furniture and the Plan will terminate.

Coverage for fabric, vinyl and hard surfaces:

Accidental stains caused by:

- Food
- Beverages
- Human bodily fluids
- Animal bodily fluids

Accidental damage:

- Punctures, rips, tears and cuts
- Liquid marks and rings
- Burns
- Heat marks
- Glass breaking, chipping and cracking

Exclusions:

This Protection Plan does not cover:

- Any stain or damage not specifically listed under the Coverage section above.
- Any stain or damage occurring prior to or during delivery, while furniture is being moved between residences or into or out of storage.
- Odors.
- Damage caused by pets (except bodily fluids).
- Damage caused by failure to comply with the manufacturer's instructions for use.
- Stains, color loss or damage resulting from cleaning methods or products other than those recommended by the furniture manufacturer.
- Any stain or damage caused by mold or mildew.
- Any stain or damage caused by medical incontinence.
- Any stain or damage caused by any independent contractor, such as but not limited to, plumber, painter or other service or maintenance personnel.
- Any stain or damage caused by sun fade, smoke, fire, flood or other natural disaster, theft, vandalism or illegal act.
- Damage caused by structural problems, appliance malfunctions and any resultant leak there from.
- Repetitive stains or damage of the same type from the same source.
- Furniture that is used for commercial, institutional or rental purposes.
- Willful abuse or misuse of the covered item(s); furniture that has been neglected, abused or is in an unserviceable condition.
- Any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions. Signs of soiling include darkened areas where the body comes into contact with the furniture. These darkened areas are signs of overall soil build-up, which is not covered by this Plan. General maintenance and overall cleaning of the furniture is your responsibility.
- 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; color loss or cracking and peeling on vinyl.
- Fabrics with "X" cleaning codes and non-colorfast fabrics.
- Clock mechanisms.

This Protection Plan is a service contract between you, the consumer, and Protection 1st, a Furniture First company (PO Box 61684, Harrisburg, PA 17106-1684), the provider and administrator of this contract. This Protection Plan is not insurance and is not part of any warranty provided by the manufacturer of your furniture. This Protection Plan applies to new fabric and vinyl upholstery and hard-surface furniture up to a maximum of \$25,000 in retail value used in a normal domestic household situation. This Protection Plan is valid for a period of three (3) years (the Term) from the date of delivery of the furniture you purchased at the same time you purchased this Protection Plan. In exchange for the purchase of this Protection Plan, Protection 1st agrees to provide stain removal and/or repair services described above as limited by the exclusions, conditions and qualification requirements described above. The obligations of Protection 1st under this Service Contract are backed only by the full faith and credit of Protection 1st. No express warranty of fitness or express warranty of any other nature is granted herein. No one is authorized to assume for Protection 1st any liability in connection with the sale of this Protection Plan. The duration of all implied warranties is limited to a three (3) year period from the date of delivery of the original furniture.

Your rights under this service contract are your exclusive remedies for any failure of this Protection Plan to comply with any express or implied warranty. Protection 1st shall not be liable in either tort or contract for any loss or damage, whether direct, consequential or incidental, arising out of any breach by Protection 1st of any express or implied warranty.

Some states do not allow limitations on how long any implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This service contract gives you specific legal rights, and you may also have other rights, which vary from state to state.

You have a right to return this Protection Plan for a refund of the purchase price within ten (10) days after delivery of the Protection Plan to you.