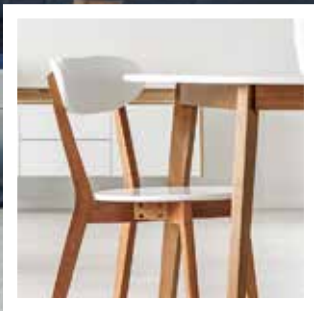
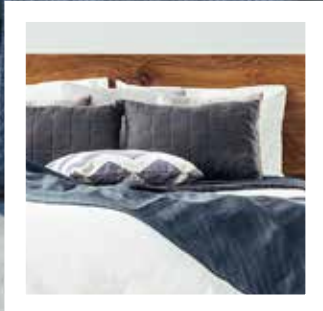
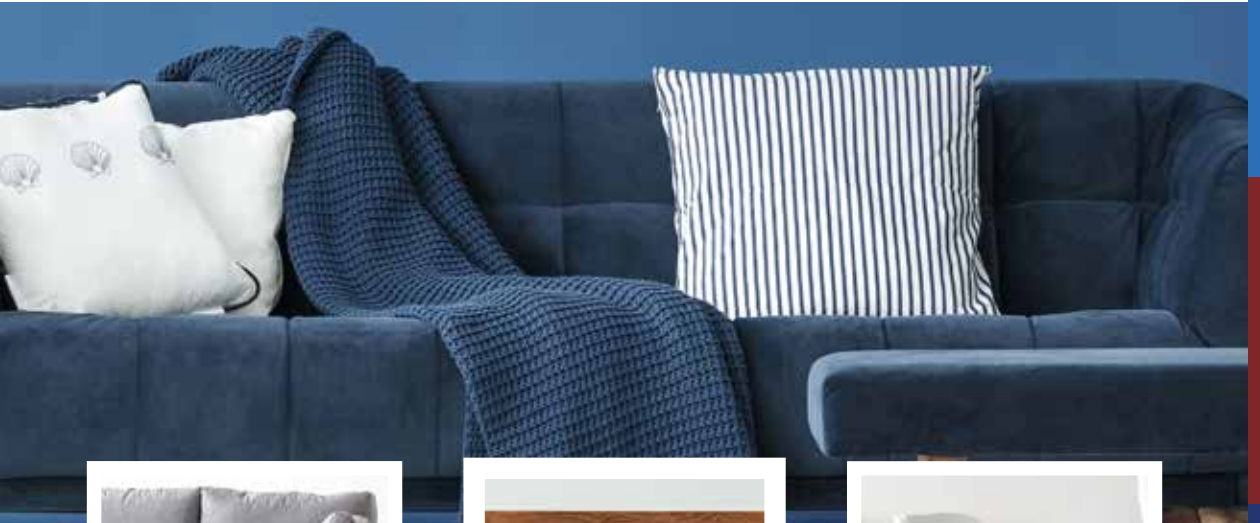
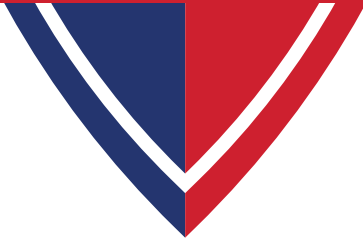


Furniture Protection Plans

— OFFERED THROUGH MONTAGE —



PREMIUM BED CARE

PREMIUM MATTRESS

POWER BASE

OUTDOOR ADVANTAGE

PREMIUM COMPLETE

PREMIUM COMPLETE 5-Year Indoor Protection Plan	Fabric	Leather & Vinyl	Solid Surface
	MECHANICAL AND STRUCTURAL BREAKDOWNS TO FABRIC, LEATHER, VINYL UPHOLSTERY OR SOLID SURFACE FURNITURE AS A RESULT OF:		

Breakage of frames, panels or springs	●	●	●
Breakage of sleeper, recliner, lifting, heating and/or vibrating mechanisms	●	●	●
Failure of integral electrical components	●	●	●
Lifting or incident-specific chipping of veneers or laminates exposing the substrate			●
Warping			●
Loss of silvering on mirrors			●
Seam separation	●	●	
Fading from the sun	●	●	●

A SPECIFIC POST-DELIVERY INCIDENT WHICH OCCURS DURING NORMAL RESIDENTIAL USE RESULTING IN ACCIDENTAL DAMAGE, INCLUDING:			
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All stain types, including dye bleed and dye transfer onto or into upholstery fabric, leather or vinyl	●	●	●
Punctures, rips or burns	●	●	●
Liquid marks or rings	●	●	●
Household heat marks	●	●	●
Gouges, dents, scratches or chips that penetrate the finish exposing the substrate			●
Damage caused by nail polish remover	●	●	●
Checking, cracking, bubbling or peeling of finish caused by a specific incident			●
Glass or mirror chipping, breakage or scratches			●
Pet damage - single incident	●	●	●

OUTDOOR ADVANTAGE 3-Year Outdoor Protection Plan	Outdoor Fabric Upholstery	Outdoor Wood & Other Solid Surfaces	Umbrellas
	MECHANICAL AND STRUCTURAL BREAKDOWNS TO FABRIC OR VINYL UPHOLSTERED AREAS, WICKER, PLASTIC/RESIN, AND OTHER SOLID SURFACE FURNITURE AS A RESULT OF:		

Breakage of frames, panels or springs	●	●	
Breakage of seating suspension straps	●		
Failure of lighting integrated into umbrellas by the manufacturer			●
Breakage of swivel, reclining, rocking, tilting or height adjustment mechanisms	●	●	
Breakage of umbrella ribs and operational failure or structural failure of the arc umbrella mechanisms			●

A SPECIFIC POST-DELIVERY INCIDENT WHICH OCCURS DURING NORMAL RESIDENTIAL USE RESULTING IN ACCIDENTAL DAMAGE, INCLUDING:			
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All stain types, including dye bleed and dye transfer onto or into upholstery fabric or vinyl	●	●	
Punctures, rips or burns	●	●	
Liquid marks or rings	●	●	
Glass or mirror chipping, breakage or scratches		●	
Pet damage - single incident	●	●	

IMPORTANT DETAILS:

1. Report covered problems within thirty (30) days of noticing the stain, damage or breakdown in your covered product.
2. Have your furniture sales receipt and protection plan number ready when you call.
3. Refer to your Protection Plan for complete details.
4. To file a claim, call 800-511-8951 or email military@montagefs.com

POWER BASE

10-Year Protection Plan

COVERED

MECHANICAL AND STRUCTURAL BREAKDOWNS 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	●

PREMIUM MATTRESS NO PAD

10-Year Protection Plan

COVERED

MECHANICAL AND STRUCTURAL BREAKDOWNS AS A RESULT OF:

Breakage causing a structural breakdown to the covered products	●
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A SPECIFIC, SINGLE INCIDENT, WHICH OCCURS AFTER DELIVERY THAT RESULTS IN ACCIDENTAL DAMAGE, INCLUDING:

All stains	●
Punctures, rips and burns	●

PREMIUM BED CARE NO PAD

10-Year Protection Plan

COVERED

MECHANICAL AND STRUCTURAL BREAKDOWNS 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	●

A SPECIFIC, POST-DELIVERY INCIDENT WHICH OCCURS DURING NORMAL RESIDENTIAL USE RESULTING IN ACCIDENTAL DAMAGE, INCLUDING:

All stain types	●
Punctures, rips and burns	●

FAQs:

What furniture is covered under the Protection Plans?

Protection Plans include coverage for all indoor furniture, outdoor furniture and bedding. See plan agreements for complete details including limitations and exclusions. Note: Our Protection Plans do not cover rugs, accessories, or bedding accessories.

Why do I need protection for my furniture?

Your furniture is an investment! Accidents happen and our Protection Plans offer the assistance you need. Your furniture will be serviced by furniture experts with an unparalleled reputation for excellent service.

How long does the plan provide coverage?

Coverage extends for the term purchased as indicated on your sales receipt and Protection Plan document. Coverage begins from the original delivery date.

When do I file a claim?

You must report covered problems within thirty (30) days of noticing the incident.

How do I file a claim?

Our customer care professionals are ready to assist you. To file a claim, call 800.511.8951 (Mon - Fri 8am-6pm CST) or email military@montagefs.com within 30 days of noticing the incident.

What can I expect if I file a claim?

To expedite the process, you will be asked to fill out a Service Request Form to the best of your ability. This will identify which item(s) was damaged, the extent of damage and when and where the incident occurred. You can also submit photos. This packet will be reviewed to determine the next steps for your claim.

Registering your plan is easy!

1. Have your sales receipt and this pamphlet available.
2. Go to <https://military.montagefs.com>
3. Use the Agreement Number located on the back of this pamphlet to fill in the required field and complete the registration process.

Filing a claim, only a click or call away!

1. **PLEASE MAKE SURE THAT YOUR PLAN IS REGISTERED.** Follow the steps above using the Agreement Number found on the back of this pamphlet.
2. To file online go to <https://military.montagefs.com>
3. To call and speak with a Montage Representative, call our toll free number, 800.511.8951. Hours of Operation Monday - Friday: 8:00 a.m.- 6:00 p.m. (CST) or email military@montagefs.com.

Double Power Base 10-Year Protection Plan Agreement Agreement Number: MIDPBM

This form describes the protection You will have in return for the payment made by You. This Agreement applies to two (2) Covered Mattress Power Bases with a total retail cost of \$5,000 per Power Base or less before sales tax and delivery charges.

1. DEFINITIONS: A) “Obligor”, “We”, “Us” and “Our” mean the company obligated under this Agreement is, National Product Care Company in all states except Arizona, Florida (license # 80173) and Oklahoma (license # 44198049), where it is SERVICE SAVER, INCORPORATED, Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., and Washington, where it is ServicePlan, Inc., all located at 175 W. Jackson, Chicago, IL, 60604. **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, 1-800-511-8951. Texas License # 128. **D)** “Selling Retailer” means the entity selling the Covered Product(s) and this Agreement. **E)** “Covered Product” means the consumer item(s), to which all of the following apply: 1. Purchased new from the Selling Retailer concurrently with, and covered by, this Agreement; 2. Had a new retail price of \$5,000 per Power Base or less before sales tax and delivery charges; 3. Used in a conventional, indoor, and domestic household setting; and; 4. Appear on a single sales receipt from the Selling Retailer that shows the Selling Retailer, the purchase date, the Lessor (if purchase was an RTO Transaction), and each consumer item(s) intended to be included in the coverage. **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 amount charged by the Selling Retailer for the Covered Product, excluding tax, fees, interest and delivery costs. **H)** “Agreement Price” means the amount You paid for this Agreement, excluding taxes. **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 payment of the Agreement Price made by You, We will provide the following coverage:

A) Coverage: Through the Administrator, We will repair or replace the Covered Product(s), at Our discretion, when required due to: Mechanical and structural breakdowns 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(s) 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(s), up to, but not to exceed, the Purchase Price. In the event some, but not all, of Your Covered Product(s) 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(s) 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(s) 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). **B) Term:** The term of this Agreement begins on the date of delivery of Your Covered Product(s) 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 unintentional and accidental damage from handling of the Covered Product(s) is effective upon the date of delivery of the Covered Product. **C) Limit of Liability:** The total liability for technician service(s), cleaning product(s), replacement part(s) and product(s) and cash settlement(s) under this Agreement is limited to the Purchase Price of the Covered Product(s), not to exceed \$5,000 per Power Base. If this Agreement is subject to an RTO Transaction, cash payment(s) will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product

D) What to do if a covered problem occurs: Contact the Administrator within thirty (30) days of noticing the problem by:

Online – <https://military.montagefs.com>.

Email – military@montagefs.com.

Phone – 1-800-511-8951.

E) Service Deliverables: There is no deductible required to obtain service for Your Covered Product. Service will be performed in Your home; however, at Our discretion, We may elect to remove the Covered Product to perform service and We will return the Covered Product upon completion of service. If We are unable to remove the stain professionally, We will replace Your affected Covered Product.

3. WHAT IS NOT COVERED:

A) GENERAL: 1) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2. A) COVERAGE; 2) CLAIMS WHICH ARE NOT INITIATED PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT AND/OR NOT REPORTED WITHIN THE REPORTING PERIOD DEFINED IN SECTION 2. D) “WHAT TO DO IF A COVERED PROBLEM OCCURS”;

3) CONSUMABLES, SUCH AS BUT NOT LIMITED TO, LIGHT BULBS AND BATTERIES;

B) MANUFACTURER LIABILITY: 1) 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;

C) INELIGIBLE FURNITURE AND COMPONENTS: 1) ANY ITEM PURCHASED OR USED IN CONJUNCTION WITH THE COVERED PRODUCT SUCH AS, BUT NOT LIMITED TO, CLOCKS, LAMPS, ARTWORK, PLANTS, DECORATIVE ACCESSORIES OR PILLOWS, ETC.; 2) ANY PRODUCT SOLD USED OR DAMAGED; 3) ANY AND ALL ISSUES THAT OCCUR PRIOR TO OR DURING DELIVERY; 4) NON-COLORFAST FABRICS; 5) ANY DAMAGE CAUSED DURING THE ASSEMBLY OR DISASSEMBLY OF READY TO ASSEMBLE (RTA) PRODUCTS;

D) NON-HOUSEHOLD ENVIRONMENTS: 1) ANY STAIN OR DAMAGE OCCURRING WHILE THE COVERED PRODUCT(S) IS BEING MOVED OR STORED ANYWHERE OUTSIDE THE LIVING AREA OF YOUR RESIDENCE; 2) ANY COVERED PRODUCT(S) USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO IN-HOME OR OTHER DAY CARE FACILITIES, OR IN ANY SETTING OTHER THAN A PRIVATE DOMESTIC RESIDENCE;

DPBM-0918

E) CONSUMER RESPONSIBILITY: 1) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS FOR CARE AND USE; 2) ANY SERVICE, REPAIRS, REPLACEMENT PARTS OR DISPOSAL OF SOME OR ALL OF ANY COVERED PRODUCT(S) WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR; 3) STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM THE USE OF CLEANING METHODS OR PRODUCTS NOT APPROVED BY THE MANUFACTURER OR ADMINISTRATOR; 4) ACCUMULATED STAINS OR DAMAGE RESULTING FROM EVERYDAY USE, LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL MISUSE, ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; 5) REPETITIVE STAINS OR DAMAGE FROM THE SAME CAUSE, INCLUDING BUT NOT LIMITED TO MEDICAL INCONTINENCE OR PET STAINS, EVEN IF A SINGLE OCCURRENCE WOULD BE COVERED BY THIS PLAN; 6) SURFACE SCRATCHES, COLOR LOSS OR CRACKING AND PEELING ON ANY TYPE OF LEATHER AND/OR VINYL; 7) SURFACE SCRATCHES OR INDENTATIONS IN WOOD OR OTHER HARD SURFACE FURNITURE;

F) MISCELLANEOUS: 1) SEAM SEPARATION AS A RESULT OF FAILURE OF STITCHING, GLUING, STAPLING OR OTHER METHOD OF JOINING FABRIC EDGES WITHIN ONE-HALF INCH OF A SEAM LINE; 2) COLOR LOSS; 3) STRESS TEARS; 4) DAMAGE FROM TIME- OR WEAR-RELATED ISSUES, SUCH AS, BUT NOT LIMITED TO, NORMAL WEAR AND TEAR, LOSS OF COLOR, AND/OR PILLING OR FRAYING OF FABRIC; 5) ANY TYPE OF LOSS OF FOAM RESILIENCY ON ATTACHED SEAT CUSHION CORES, LOSS OF FOAM RESILIENCY IN ANY AREA OTHER THAN THE SEAT CUSHION CORES, AND/OR NORMAL LOSS OF FOAM RESILIENCY ON UNATTACHED SEAT CUSHION CORES. NORMAL LOSS OF FOAM RESILIENCY IS CONSIDERED SOFTENING AND FLATTENING OF SEAT CUSHION FOAM AND FIBERS AS A RESULT OF NORMAL USE AND AGING; 6) VARIATION IN APPEARANCE BETWEEN THE COVERED PRODUCT(S) AND REPLACEMENT PARTS OR PIECE(S) PROVIDED BY US, FROM CAUSES SUCH AS BUT NOT LIMITED TO ENVIRONMENTAL CONDITIONS, DYE LOT VARIATIONS, HIDE VARIATIONS AND FADING OR CHANGES IN COLOR/TEXTURE THAT OCCUR OVER TIME THROUGH NORMAL USE AND/OR AGING; 7) SERVICE WHERE NO PROBLEM CAN BE FOUND; 8) NOISES; 9) CHANGES IN FUNCTIONALITY OR CONSUMER PREFERENCE; 10) ANY STAIN OR DAMAGE CAUSED BY WATER LEAKS OR FLOODS REGARDLESS OF SOURCE; 11) MOLD, MILDEW AND ODORS OF ANY KIND FROM ANY SOURCE; 12) RUST OR CORROSION; 13) STAINS OR DAMAGE CAUSED BY ANY INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER, CLEANING SERVICE, HOME HEALTH CARE PROVIDER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; 14) SHRINKAGE FROM CLEANING; 15) DYE TRANSFER OR DYE BLEED UNLESS SPECIFICALLY INCLUDED IN 2. A) COVERAGE;

G) LOSSES NOT COVERED: 1) PERSONAL INJURY; 2) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES (INCLUDING BUT NOT LIMITED TO COMPENSATION FOR TIME, LOST WAGES, TRAVEL, ETC.) AND/OR LOSS OF USE DURING THE SERVICE PERIOD; 3) EXTERNAL CAUSES, INCLUDING FIRE, THEFT, INSECTS, RODENTS AND OTHER VERMIN AND INFESTATION OF ANY KIND, ACTS OF NATURE INCLUDING BUT NOT LIMITED TO, WIND AND RAIN, ILLEGAL ACTS, WAR OR TERRORISM OR CONSEQUENTIAL LOSS OF ANY NATURE.

4. CONDITIONS:

A) Renewal: This Agreement is not renewable. **B) Transferability:** This Agreement is not transferable. **C) RTO Transactions:** Where the Covered Product(s) was initially acquired under an RTO Transaction, any cash settlement or refund will be payable to the owner of the product(s) 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(s), this Section will apply to the Lessor. **F) Dispute Resolution - Arbitration:** This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the cost of, lack of or actual repair or replacement arising from a claim). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the loss giving rise to the claim occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration 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 procedural rules for 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 laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Service Contract is unenforceable, the portion of this Service Contract that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Service Contract that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Service Contract shall be unenforceable in its entirety. **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 of the Agreement Price upon cancellation. To cancel within ten (10) days or less of the Effective Date, contact the Selling Retailer of Your Agreement for a full refund of the Agreement Price. To cancel eleven (11) to thirty (30) days after the Effective Date, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund of the Agreement Price. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement 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 Agreement Price 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 Agreement Price is based upon one-hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due. **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: The following state variations will control if inconsistent with any other provisions: State variation determined by consumer’s state of residence at time of purchase.

Premium Mattress No Pad 10-Year Protection Plan Agreement

Agreement Number: MIPMMNPDR

This form describes the protection You will have in return for the payment made by You. This Agreement applies to: (i) one (1) Covered Mattress, and (ii) one (1) Covered Box Spring/Foundation, both purchased concurrently and collectively described as the "Covered Products" with a total retail cost of \$20,000 or less before sales tax and delivery charges.

1. DEFINITIONS: A) "Obligor," "We," "Us" and "Our" mean the company obligated under this Agreement is, National Product Care Company in all states except Arizona, Florida (license # 80173) and Oklahoma (license # 44198049), where it is SERVICE SAVER, INCORPORATED, Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., and Washington, where it is ServicePlan, Inc., all located at 175 W. Jackson, Chicago, IL, 60604. **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, 1-800-511-8951. Texas License # 128. **D)** "Selling Retailer" means the entity selling the Covered Product and this Agreement. **E)** "Covered Mattress" means the mattress purchased at the same time as this Agreement. **F)** "Covered Box Spring / Foundation" means the box spring or foundation used with the Covered Mattress and purchased at the same time as this Agreement. **G)** "Covered Product(s)" means the consumer item(s) to which all the following apply: 1. Purchased new and at the same time as this Agreement. 2. Had a combined total retail purchase price of \$20,000 or less before sales tax and delivery charges. 3. Purchased for, and used exclusively in, a normal, indoor, domestic, household setting. 4. Appear on a single sales receipt from the Selling Retailer that lists the Selling Retailer, the purchase date the Lessor (if the purchase is for an RTO Transaction), and each consumer item to be included as a Covered Product(s). **H)** "Agreement" means the coverage terms, conditions, limitations and exclusions set forth herein, together with the sales receipt provided to You by the Selling Retailer. **I)** "Purchase Price" means the amount charged by the Selling Retailer for the Covered Product(s), excluding tax, fees, interest and delivery costs. **J)** "Agreement Price" means the amount You paid for this Agreement, excluding taxes. **K)** "Effective Date" means the delivery date of the first Covered Product. **L)** "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. **M)** "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. **N)** "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: A) Coverage: In return for payment of the Agreement Price made by You, We will provide the following coverage:

Through the Administrator, We will repair or replace the Covered Product(s), at Our discretion, when required due to:
Mechanical and structural breakdowns as a result of:

- Breakage causing a structural breakdown to the Covered Products.

A specific, single incident, which occurs after delivery that results in accidental damage, including:

- All stain types.
- Punctures, rips and burns.

If a covered structural breakdown, and/or covered stain condition cannot be cleaned or repaired, We will order, if possible, 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). **B) Term:** The term of this Agreement begins on the Effective Date 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(s) is effective upon the date of delivery of the Covered Product(s). **C) Limit of Liability:** The total liability for technician services, cleaning product, replacement part(s) and product(s) and cash settlements under this Agreement is limited to the Purchase Price of the Covered Product(s), not to exceed \$20,000.

D) What to do if a covered problem occurs: Contact the Administrator within thirty (30) days of noticing the problem by:

Online – <https://military.montagefs.com>.

Email – military@montagefs.com.

Phone – 1-800-511-8951.

E) Service Deliverables: There is no deductible required to obtain service for Your Covered Product. Service will be performed in Your home; however, at Our discretion, We may elect to remove the Covered Product to perform service and We will return the Covered Product upon completion of service. If We are unable to remove the stain professionally, We will replace Your affected Covered Product(s).

3. WHAT IS NOT COVERED:

A) GENERAL: 1) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2. A) "COVERAGE"; 2) CLAIMS WHICH ARE NOT INITIATED PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT AND/OR NOT REPORTED WITHIN THE REPORTING PERIOD DEFINED IN SECTION 2. D) "WHAT TO DO IF A COVERED PROBLEM OCCURS"; 3) CONSUMABLES, SUCH AS BUT NOT LIMITED TO, LIGHT BULBS AND BATTERIES;
B) MANUFACTURER LIABILITY: 1) PRODUCT REPAIRS THAT ARE COVERED BY A MANUFACTURER WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS;
C) INELIGIBLE FURNITURE AND COMPONENTS: 1) ANY ITEM PURCHASED OR USED IN CONJUNCTION WITH THE COVERED PRODUCT, SUCH AS BUT NOT LIMITED TO, DECORATIVE ACCESSORIES OR PILLOWS, ETC.; 2) ANY PRODUCT SOLD USED OR DAMAGED; 3) ANY AND ALL ISSUES THAT OCCUR PRIOR TO OR DURING DELIVERY; 4) NON-COLORFAST FABRICS; 5) ANY DAMAGE CAUSED DURING THE ASSEMBLY OR DISASSEMBLY OF READY TO ASSEMBLE (RTA) PRODUCTS; 6) WATERBEDS OF ANY TYPE; 7) AIR MATTRESSES OF ANY TYPE;

D) NON-HOUSEHOLD ENVIRONMENTS: 1) ANY STAIN OR DAMAGE OCCURRING WHILE THE COVERED PRODUCT(S) IS BEING MOVED OR STORED ANYWHERE OUTSIDE THE LIVING AREA OF YOUR RESIDENCE; 2) ANY COVERED PRODUCT(S) USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO IN-HOME OR OTHER DAY CARE FACILITIES, OR IN ANY SETTING OTHER THAN A PRIVATE DOMESTIC RESIDENCE;

E) CONSUMER RESPONSIBILITY: 1) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS FOR CARE AND USE; 2) ANY SERVICE, REPAIRS, REPLACEMENT PARTS OR DISPOSAL OF SOME OR ALL OF ANY COVERED PRODUCT(S) WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR; 3) STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM THE USE OF CLEANING METHODS OR PRODUCTS NOT APPROVED BY THE MANUFACTURER OR ADMINISTRATOR; 4) ACCUMULATED STAINS OR DAMAGE RESULTING FROM EVERYDAY USE, LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL MISUSE, ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; 5) REPETITIVE STAINS OR DAMAGE FROM THE SAME CAUSE, INCLUDING BUT NOT LIMITED TO MEDICAL INCONTINENCE OR PET STAINS, EVEN IF A SINGLE OCCURRENCE WOULD BE COVERED BY THIS PLAN;

F) MISCELLANEOUS: 1) SEAM SEPARATION AS A RESULT OF FAILURE OF STITCHING, GLUING, STAPLING OR OTHER METHOD OF JOINING FABRIC EDGES WITHIN ONE-HALF INCH OF A SEAM LINE; 2) COLOR LOSS; 3) STRESS TEARS; 4) DAMAGE FROM TIME- OR WEAR-RELATED ISSUES, SUCH AS BUT NOT LIMITED TO, NORMAL WEAR AND TEAR, LOSS OF COLOR, LOSS OF FOAM RESILIENCY (SOFTENING AND FLATTENING OF FOAM AND/OR OTHER FIBERS AS A RESULT OF USE IS CONSIDERED NORMAL WEAR AND TEAR), PILLING OR FRAYING OF FABRIC; 5) VARIATION IN APPEARANCE BETWEEN THE COVERED PRODUCT(S) AND REPLACEMENT PARTS OR PIECE(S) PROVIDED BY US, FROM CAUSES SUCH AS BUT NOT LIMITED TO ENVIRONMENTAL CONDITIONS, DYE LOT VARIATIONS AND FADING OR CHANGES IN COLOR/TEXTURE THAT OCCUR OVER TIME THROUGH NORMAL USE AND/OR AGING; 6) SERVICE WHERE NO PROBLEM CAN BE FOUND; 7) NOISES; 8) CHANGES IN FUNCTIONALITY OR CONSUMER PREFERENCE; 9) ANY STAIN OR DAMAGE CAUSED BY WATER LEAKS OR FLOODS REGARDLESS OF SOURCE; 10) MOLD, MILDEW AND ODORS OF ANY KIND FROM ANY SOURCE; 11) RUST OR CORROSION; 12) STAINS OR DAMAGE CAUSED BY ANY INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER, CLEANING SERVICE, HOME HEALTH CARE PROVIDER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; 13) SHRINKAGE FROM CLEANING; 14) DYE TRANSFER OR DYE BLEED;

G) LOSSES NOT COVERED: 1) PERSONAL INJURY; 2) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES (INCLUDING BUT NOT LIMITED TO COMPENSATION FOR TIME, LOST WAGES, TRAVEL, ETC.) AND/OR LOSS OF USE DURING THE SERVICE PERIOD; 3) EXTERNAL CAUSES, INCLUDING FIRE, THEFT, INSECTS, RODENTS AND OTHER VERMIN AND INFESTATION OF ANY KIND, ACTS OF NATURE INCLUDING BUT NOT LIMITED TO, WIND AND RAIN, ILLEGAL ACTS, WAR OR TERRORISM OR CONSEQUENTIAL LOSS OF ANY NATURE.

4. CONDITIONS: A) Renewal: This Agreement is not renewable. **B) Transferability:** This Agreement is not transferable. **C) RTO Transactions:** 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 Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the cost of, lack of or actual repair or replacement arising from a claim). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the loss giving rise to the claim occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration 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 procedural rules for 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 laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Service Contract is unenforceable, the portion of this Service Contract that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Service Contract that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Service Contract shall be unenforceable in its entirety. **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 of the Agreement Price upon cancellation. To cancel within ten (10) days or less of the Effective Date, contact the Selling Retailer of Your Agreement for a full refund of the Agreement Price. To cancel eleven (11) to thirty (30) days after the Effective Date, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund of the Agreement Price. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement 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 Agreement Price 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 Agreement Price is based upon one-hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due. **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: The following state variations will control if inconsistent with any other provisions. State variation determined by consumer's state of residence.

Premium Bed Care No Pad 10-Year Protection Plan Agreement Agreement Number: MIPBCNP

This form describes the protection You will have in return for the payment made by You. This Agreement applies to one (1) combination of Adjustable Base(s) and Mattress(es) with a total retail cost of \$25,000 or less before sales tax and delivery charges.

1. DEFINITIONS: A) “Obligor”, “We”, “Us” and “Our” mean the company obligated under this Agreement is, National Product Care Company in all states except Arizona, Florida (license # 80173) and Oklahoma (license # 44198049), where it is SERVICE SAVER, INCORPORATED, Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., and Washington, where it is ServicePlan, Inc., all located at 175 W. Jackson, Chicago, IL, 60604. **B) “You” and “Your”** mean the purchaser of the Covered Product. If the Covered Product is subject to an RTO Transaction, you will be referred to as Lessee of the Covered Product. **C) “Administrator”** means Montage, Inc., 4035 Park East Court SE, Suite 300, Grand Rapids, MI 49546, 1-800-511-8951. Texas License #128. **D) “Covered Retailer”** means the entity selling the Covered Product and this Agreement. **E) “Covered Product”** means one (1) combination of Adjustable Base(s) and Mattress(es) to which all of the following apply: 1. Purchased new from the Selling Retailer concurrently with, and covered by, this Agreement; 2. Had a new retail price of \$25,000 or less before sales tax and delivery charges; 3. Used together in a conventional, indoor, and domestic household setting; and, 4. Appear on a single sales receipt from the Selling Retailer that shows the Selling Retailer, the purchase date, the Lessor (if purchase was an RTO Transaction), and each consumer item(s) intended to be included in the coverage. **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 amount charged by the Selling Retailer for the Covered Product, excluding tax, fees, interest and delivery costs. **H) “Agreement Price”** means the amount You paid for this Agreement, excluding taxes. **I) “Rent-to-Own Transaction” (“RTO Transaction”)** means a transaction where You have entered into an agreement for the use of the Covered Product, and that permits You to become the owner of the Covered Product 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: A) Coverage: In return for the payment of the Agreement Price made by You, We will provide the following coverage:

Mechanical and structural breakdowns 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.

A specific post-delivery incident which occurs during normal residential use resulting in accidental damage, including:

- All stain types.
- Punctures, rips or burns.

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). **B) Term:** The term of this Agreement begins on the date of delivery of the first piece of Your Covered Product and continues for the ten (10) year period following that date of delivery. 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. **C) Limit of Liability:** The total liability for technician service(s), cleaning product(s), replacement part(s) and product(s) and cash settlement(s) under this Agreement is limited to the Purchase Price of the Covered Product, not to exceed \$25,000. If this Agreement is subject to an RTO Transaction, cash payment(s) will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product.

D) What to do if a covered problem occurs: Contact the Administrator within thirty (30) days of noticing the problem by:

Online – <https://military.montagefs.com>.

Email – military@montagefs.com.

Phone – 1-800-511-8951.

E) Service Deliverables: There is no deductible required to obtain service for Your Covered Product. Service will be performed in Your home; however, at Our discretion, We may elect to remove the Covered Product to perform service and We will return the Covered Product upon completion of service. If We are unable to remove the stain professionally, We will replace Your affected Covered Product.

3. WHAT IS NOT COVERED:

A) GENERAL: 1) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2. A) “COVERAGE”; 2) CLAIMS WHICH ARE NOT INITIATED PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT AND/OR NOT REPORTED WITHIN THE REPORTING PERIOD DEFINED IN SECTION 2. D) “WHAT TO DO IF A COVERED PROBLEM OCCURS”;

3) CONSUMABLES, SUCH AS BUT NOT LIMITED TO, LIGHT BULBS AND BATTERIES;

B) MANUFACTURER LIABILITY: 1) 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;

C) INELIGIBLE FURNITURE AND COMPONENTS: 1) ANY ITEM PURCHASED OR USED IN CONJUNCTION WITH THE COVERED PRODUCT(S), SUCH AS, BUT NOT LIMITED TO, CLOCKS, LAMPS, ARTWORK, PLANTS, DECORATIVE ACCESSORIES OR PILLOWS, ETC.; 2) ANY PRODUCT SOLD USED OR DAMAGED; 3) ANY AND ALL ISSUES THAT OCCUR PRIOR TO OR DURING DELIVERY; 4) NON-COLORFAST FABRICS; 5) ANY DAMAGE CAUSED DURING THE ASSEMBLY OR DISASSEMBLY OF READY TO ASSEMBLE (RTA) PRODUCTS;

D) NON-HOUSEHOLD ENVIRONMENTS: 1) ANY STAIN OR DAMAGE OCCURRING WHILE THE COVERED PRODUCT(S) IS BEING MOVED OR STORED ANYWHERE OUTSIDE THE LIVING AREA OF YOUR RESIDENCE; 2) ANY COVERED PRODUCT(S) USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO IN-HOME OR OTHER DAY CARE FACILITIES, OR IN ANY SETTING OTHER THAN A PRIVATE DOMESTIC RESIDENCE;

E) CONSUMER RESPONSIBILITY: 1) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS FOR CARE AND USE; 2) ANY SERVICE, REPAIRS, REPLACEMENT PARTS OR DISPOSAL OF SOME OR ALL OF ANY COVERED PRODUCT(S) WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR; 3) STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM THE USE OF CLEANING METHODS OR PRODUCTS NOT APPROVED BY THE MANUFACTURER OR ADMINISTRATOR; 4) ACCUMULATED STAINS OR DAMAGE RESULTING FROM EVERYDAY USE, LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL MISUSE, ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; 5) REPETITIVE STAINS OR DAMAGE FROM THE SAME CAUSE, INCLUDING BUT NOT LIMITED TO MEDICAL INCONTINENCE OR PET STAINS, EVEN IF A SINGLE OCCURRENCE WOULD BE COVERED BY THIS PLAN; 6) SURFACE SCRATCHES, COLOR LOSS OR CRACKING AND PEELING ON ANY TYPE OF LEATHER AND/OR VINYL; 7) SURFACE SCRATCHES OR INDENTATIONS IN WOOD OR OTHER HARD SURFACE FURNITURE;

F) MISCELLANEOUS: 1) SEAM SEPARATION AS A RESULT OF FAILURE OF STITCHING, GLUING, STAPLING OR OTHER METHOD OF JOINING FABRIC EDGES WITHIN ONE-HALF INCH OF A SEAM LINE; 2) COLOR LOSS; 3) STRESS TEARS; 4) DAMAGE FROM TIME- OR WEAR-RELATED ISSUES, SUCH AS, BUT NOT LIMITED TO, NORMAL WEAR AND TEAR, LOSS OF COLOR, AND/OR PILLING OR FRAYING OF FABRIC; 5) ANY TYPE OF LOSS OF FOAM RESILIENCY ON ATTACHED SEAT CUSHION CORES, LOSS OF FOAM RESILIENCY IN ANY AREA OTHER THAN THE SEAT CUSHION CORES, AND/OR NORMAL LOSS OF FOAM RESILIENCY ON UNATTACHED SEAT CUSHION CORES. NORMAL LOSS OF FOAM RESILIENCY IS CONSIDERED SOFTENING AND FLATTENING OF SEAT CUSHION FOAM AND FIBERS AS A RESULT OF NORMAL USE AND AGING; 6) VARIATION IN APPEARANCE BETWEEN THE COVERED PRODUCT(S) AND REPLACEMENT PARTS OR PIECE(S) PROVIDED BY US, FROM CAUSES SUCH AS BUT NOT LIMITED TO ENVIRONMENTAL CONDITIONS, DYE LOT VARIATIONS, HIDE VARIATIONS AND FADING OR CHANGES IN COLOR/TEXTURE THAT OCCUR OVER TIME THROUGH NORMAL USE AND/OR AGING; 7) SERVICE WHERE NO PROBLEM CAN BE FOUND; 8) NOISES; 9) CHANGES IN FUNCTIONALITY OR CONSUMER PREFERENCE; 10) ANY STAIN OR DAMAGE CAUSED BY WATER LEAKS OR FLOODS REGARDLESS OF SOURCE; 11) MOLD, MILDEW AND ODORS OF ANY KIND FROM ANY SOURCE; 12) RUST OR CORROSION; 13) STAINS OR DAMAGE CAUSED BY ANY INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER, CLEANING SERVICE, HOME HEALTH CARE PROVIDER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; 14) SHRINKAGE FROM CLEANING; 15) DYE TRANSFER OR DYE BLEED UNLESS SPECIFICALLY INCLUDED IN 2. A) “COVERAGE”;

G) LOSSES NOT COVERED: 1) PERSONAL INJURY; 2) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES (INCLUDING BUT NOT LIMITED TO COMPENSATION FOR TIME, LOST WAGES, TRAVEL, ETC.) AND/OR LOSS OF USE DURING THE SERVICE PERIOD; 3) EXTERNAL CAUSES, INCLUDING FIRE, THEFT, INSECTS, RODENTS AND OTHER VERMIN AND INFESTATION OF ANY KIND, ACTS OF NATURE INCLUDING BUT NOT LIMITED TO, WIND AND RAIN, ILLEGAL ACTS, WAR OR TERRORISM OR CONSEQUENTIAL LOSS OF ANY NATURE.

4. CONDITIONS: A) Renewal: This Agreement is not renewable. **B) Transferability:** This Agreement is not transferable. **C) RTO Transactions:** 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 Covered 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 claim). 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 representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: 1) The date the loss giving rise to the claim occurred or the date the dispute arose, or 2) The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration 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 procedural rules for 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 laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive 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. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Agreement is unenforceable, the portion of this Agreement that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Agreement that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety. **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 of the Agreement Price upon cancellation. To cancel within ten (10) days or less of the effective date, contact the Selling Retailer of Your Agreement for a full refund of the Agreement Price. To cancel eleven (11) to thirty (30) days after the effective date, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund of the Agreement Price. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement 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 Agreement Price 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 Agreement Price is based upon one-hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due. **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: The following state variations will control if inconsistent with any other provisions: State variation is determined by the consumer’s state of residence at time of purchase.

Premium Bed Care No Pad Double Power Base 10-Year Protection Plan Agreement

Agreement Number: MIPBCNPPPB

This form describes the protection You will have in return for the payment made by You. This Agreement applies to one (1) combination of Adjustable Base(s) and Mattress(es) with a total retail cost of \$30,000 or less before sales tax and delivery charges.

1. DEFINITIONS: A) “Obligor”, “We”, “Us” and “Our” mean the company obligated under this Agreement is, National Product Care Company in all states except Arizona, Florida (license # 80173) and Oklahoma (license # 44198049), where it is SERVICE SAVER, INCORPORATED, Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., and Washington, where it is ServicePlan, Inc., all located at 175 W. Jackson, Chicago, IL, 60604. **B)** “You” and “Your” mean the purchaser of the Covered Product. If the Covered Product is subject to an RTO Transaction, you will be referred to as Lessee of the Covered Product. **C)** “Administrator” means Montage, Inc., 4035 Park East Court SE, Suite 300, Grand Rapids, MI 49546, 1-800-511-8951. Texas License #128. **D)** “Selling Retailer” means the entity selling the Covered Product and this Agreement. **E)** “Covered Product” means one (1) combination of Adjustable Base(s) and Mattress(es) to which all of the following apply: 1. Purchased new from the Selling Retailer concurrently with, and covered by, this Agreement; 2. Had a new retail price of \$30,000 or less before sales tax and delivery charges; 3. Used together in a conventional, indoor, and domestic household setting; and, 4. Appear on a single sales receipt from the Selling Retailer that shows the Selling Retailer, the purchase date, the Lessor (if purchase was an RTO Transaction), and each consumer item(s) intended to be included in the coverage. **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 amount charged by the Selling Retailer for the Covered Product, excluding tax, fees, interest and delivery costs. **H)** “Agreement Price” means the amount You paid for this Agreement, excluding taxes. **I)** “Rent-to-Own Transaction” (“RTO Transaction”) means a transaction where You have entered into an agreement for the use of the Covered Product, and that permits You to become the owner of the Covered Product 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:

A) Coverage: In return for the payment of the Agreement Price made by You, We will provide the following coverage: Mechanical and structural breakdowns 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.

A specific post-delivery incident which occurs during normal residential use resulting in accidental damage, including:

- All stain types.
- Punctures, rips or burns.

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). **B) Term:** The term of this Agreement begins on the date of delivery of the first piece of Your Covered Product and continues for the ten (10) year period following that date of delivery. 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. **C) Limit of Liability:** The total liability for technician service(s), cleaning product(s), replacement part(s) and product(s) and cash settlement(s) under this Agreement is limited to the Purchase Price of the Covered Product, not to exceed \$30,000. If this Agreement is subject to an RTO Transaction, cash payment(s) will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product.

D) What to do if a covered problem occurs: Contact the Administrator within thirty (30) days of noticing the problem by:

Online – <https://military.montagefs.com>.

Email – military@montagefs.com.

Phone – 1-800-511-8951.

E) Service Deliverables: There is no deductible required to obtain service for Your Covered Product. Service will be performed in Your home; however, at Our discretion, We may elect to remove the Covered Product to perform service and We will return the Covered Product upon completion of service. If We are unable to remove the stain professionally, We will replace Your affected Covered Product.

3. WHAT IS NOT COVERED:

A) GENERAL: 1) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2. A) “COVERAGE”; **2) CLAIMS WHICH ARE NOT INITIATED PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT AND/OR NOT REPORTED WITHIN THE REPORTING PERIOD DEFINED IN SECTION 2. D) “WHAT TO DO IF A COVERED PROBLEM OCCURS”;** **3) CONSUMABLES, SUCH AS BUT NOT LIMITED TO, LIGHT BULBS AND BATTERIES;** **B) MANUFACTURER LIABILITY: 1) 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;** **C) INELIGIBLE FURNITURE AND COMPONENTS: 1) ANY ITEM PURCHASED OR USED IN CONJUNCTION WITH THE COVERED PRODUCT(S), SUCH AS, BUT NOT LIMITED TO, CLOCKS, LAMPS, ARTWORK, PLANTS, DECORATIVE ACCESSORIES OR PILLOWS, ETC.; 2) ANY PRODUCT SOLD USED OR DAMAGED; 3) ANY AND ALL ISSUES THAT OCCUR PRIOR TO OR DURING DELIVERY; 4) NON-COLORFAST FABRICS; 5) ANY DAMAGE CAUSED DURING THE ASSEMBLY OR DISASSEMBLY OF READY TO ASSEMBLE (RTA) PRODUCTS;**

D) NON-HOUSEHOLD ENVIRONMENTS: 1) ANY STAIN OR DAMAGE OCCURRING WHILE THE COVERED PRODUCT(S) IS BEING MOVED OR STORED ANYWHERE OUTSIDE THE LIVING AREA OF YOUR RESIDENCE; 2) ANY COVERED PRODUCT(S) USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO IN-HOME OR OTHER DAY CARE FACILITIES, OR IN ANY SETTING OTHER THAN A PRIVATE DOMESTIC RESIDENCE;

E) CONSUMER RESPONSIBILITY: 1) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS FOR CARE AND USE; 2) ANY SERVICE, REPAIRS, REPLACEMENT PARTS OR DISPOSAL OF SOME OR ALL OF ANY COVERED PRODUCT(S) WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR; 3) STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM THE USE OF CLEANING METHODS OR PRODUCTS NOT APPROVED BY THE MANUFACTURER OR ADMINISTRATOR; 4) ACCUMULATED STAINS OR DAMAGE RESULTING FROM EVERYDAY USE, LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL MISUSE, ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; 5) REPETITIVE STAINS OR DAMAGE FROM THE SAME CAUSE, INCLUDING BUT NOT LIMITED TO MEDICAL INCONTINENCE OR PET STAINS, EVEN IF A SINGLE OCCURRENCE WOULD BE COVERED BY THIS PLAN; 6) SURFACE SCRATCHES, COLOR LOSS OR CRACKING AND PEELING ON ANY TYPE OF LEATHER AND/OR VINYL; 7) SURFACE SCRATCHES OR INDENTATIONS IN WOOD OR OTHER HARD SURFACE FURNITURE; **F) MISCELLANEOUS: 1) SEAM SEPARATION AS A RESULT OF FAILURE OF STITCHING, GLUING, STAPLING OR OTHER METHOD OF JOINING FABRIC EDGES WITHIN ONE-HALF INCH OF A SEAM LINE; 2) COLOR LOSS; 3) STRESS TEARS; 4) DAMAGE FROM TIME- OR WEAR-RELATED ISSUES, SUCH AS, BUT NOT LIMITED TO, NORMAL WEAR AND TEAR, LOSS OF COLOR, AND/OR PILLING OR FRAYING OF FABRIC; 5) ANY TYPE OF LOSS OF FOAM RESILIENCY ON ATTACHED SEAT CUSHION CORES, LOSS OF FOAM RESILIENCY IN ANY AREA OTHER THAN THE SEAT CUSHION CORES, AND/OR NORMAL LOSS OF FOAM RESILIENCY ON UNATTACHED SEAT CUSHION CORES. NORMAL LOSS OF FOAM RESILIENCY IS CONSIDERED SOFTENING AND FLATTENING OF SEAT CUSHION FOAM AND FIBERS AS A RESULT OF NORMAL USE AND AGING; 6) VARIATION IN APPEARANCE BETWEEN THE COVERED PRODUCT(S) AND REPLACEMENT PARTS OR PIECE(S) PROVIDED BY US, FROM CAUSES SUCH AS BUT NOT LIMITED TO ENVIRONMENTAL CONDITIONS, DYE LOT VARIATIONS, HIDE VARIATIONS AND FADING OR CHANGES IN COLOR/TEXTURE THAT OCCUR OVER TIME THROUGH NORMAL USE AND/OR AGING; 7) SERVICE WHERE NO PROBLEM CAN BE FOUND; 8) NOISES; 9) CHANGES IN FUNCTIONALITY OR CONSUMER PREFERENCE; 10) ANY STAIN OR DAMAGE CAUSED BY WATER LEAKS OR FLOODS REGARDLESS OF SOURCE; 11) MOLD, MILDEW AND ODORS OF ANY KIND FROM ANY SOURCE; 12) RUST OR CORROSION; 13) STAINS OR DAMAGE CAUSED BY ANY INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER, CLEANING SERVICE, HOME HEALTH CARE PROVIDER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; 14) SHRINKAGE FROM CLEANING; 15) DYE TRANSFER OR DYE BLEED UNLESS SPECIFICALLY INCLUDED IN 2. A) “COVERAGE”;** **G) LOSSES NOT COVERED: 1) PERSONAL INJURY; 2) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES (INCLUDING BUT NOT LIMITED TO COMPENSATION FOR TIME, LOST WAGES, TRAVEL, ETC.) AND/OR LOSS OF USE DURING THE SERVICE PERIOD; 3) EXTERNAL CAUSES, INCLUDING FIRE, THEFT, INSECTS, RODENTS AND OTHER VERMIN AND INFESTATION OF ANY KIND, ACTS OF NATURE INCLUDING BUT NOT LIMITED TO, WIND AND RAIN, ILLEGAL ACTS, WAR OR TERRORISM OR CONSEQUENTIAL LOSS OF ANY NATURE.**

4. CONDITIONS: A) Renewal: This Agreement is not renewable. **B) Transferability:** This Agreement is not transferable. **C) RTO Transactions:** 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 Covered 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 claim). 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 representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: 1) The date the loss giving rise to the claim occurred or the date the dispute arose, or 2) The applicable statute of limitations period if that period is longer. One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration 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 procedural rules for 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 laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive 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. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Agreement is unenforceable, the portion of this Agreement that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Agreement that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety. **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 of the Agreement Price upon cancellation. To cancel within ten (10) days or less of the effective date, contact the Selling Retailer of Your Agreement for a full refund of the Agreement Price. To cancel eleven (11) to thirty (30) days after the effective date, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund of the Agreement Price. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement 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 Agreement Price 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 Agreement Price is based upon one-hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due. **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: The following state variations will control if inconsistent with any other provisions: State variation is determined by the consumer’s state of residence at time of purchase.

5. STATE VARIATIONS

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

- 1. AL:** Section 4.F “Dispute Resolution - Arbitration” all references to the state of “Illinois” are replaced with “Alabama”. The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned service Agreement, a ten percent (10%) penalty per month shall be applied to the refund. 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.
- 2. AR:** The following statement is added to Section 4.H “Entire Agreement”: A claim submitted to Virginia Surety Company, Inc. may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement does not exclude pre-existing conditions. 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. If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- 3. AZ:** In Section 3 “WHAT IS NOT COVERED”, exclusion C) 2) is removed. The following statement is added to Section 4. F “Dispute Resolution-Arbitration”: Arbitration does not preclude the Arizona consumer’s right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division 800-325-2548. The following statement is added to Section 4. G) “Cancellation”: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. 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. Section 4. G) “Cancellation” the following sentence “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 Agreement Price (whichever is less), less the cost of claims paid.” is deleted and replaced with “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 amount paid by You.”
- 4. CA:** The following statement amends Section 4.G “Cancellation” Section of this Agreement. In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, You shall receive a pro-rata refund of any amount based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made. The following statement is added to Section 4. G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund. Any statement containing or referring to “Rent to Own” (RTO) is deleted in its entirety and does not apply to residents of this state. The following statement is added to Section 4.F “Dispute Resolution-Arbitration: The arbitration provision is amended to state the following: (1) Pursuant to California Civil Code Section 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this Agreement provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement. Any dispute on this application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class. Under this arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. In arbitration, one independent, neutral third party will give a decision after hearing You and Our positions. The decision of the arbitrator shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error. 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 or the applicable statute of limitations period, whichever is longer. 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 California Arbitration Act (California Code of Civil Procedures 1280 et. Seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. Seq.). The laws of the state of California 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. All costs and expenses of the arbitration will be shared equally by You and Us. All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If You are determined to be an indigent consumer all of California Code of Civil Procedure §1284.3 apply. This arbitration provision does not prohibit California residents from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEARHFTI at (916) 999-2041, or You may write to BEARHFT 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or You may visit their Website at www.bearhfti.ca.gov. The following statement is added to Section 4. G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- 5. CO:** The following statement is added to Section 3, WHAT IS NOT COVERED, exclusion C: Use of non-original manufacturer’s parts is not permitted. In Section 3, exclusion C) 2) is removed and replaced with: “Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement as well as any stain or damage occurring prior to or during delivery, or while furniture is in transit or storage. The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4. H: “Entire Agreement”: if a claim is no 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. The following statement is added to Section 4. G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 6. CT:** The following statement is added to Section 1. Definitions (A) National Product Care Company’s telephone number is 800-209-6206. The following is added to Section 2. (B): In the event Your Covered Product is being serviced by an authorized service center when the Agreement expires, the term of the Agreement will be extended until the covered repair has been completed. The following is added to Section 4. F “Dispute Resolution-Arbitration: The state of Connecticut has established a process to settle disputes arising from Agreements as outlined in R.C.S.A. §§ 42-260-1 to 5. If You purchase this Agreement in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, PO Box 816 Hartford, CT 06412-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Agreement Price, the cost of repair of the Covered Product and a copy of this Agreement. The following statement is added to Section 4. G “Cancellation”: You may cancel this Agreement if You return the Covered Product, or if the Covered Product is sold, lost, stolen or destroyed. 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.
- 7. DC:** The following statement is added to Section 4. G “Cancellation”: You may cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 8. DE:** The following statement is added to Section 4. G “Cancellation”: You may cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 9. FL:** The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

- 10. GA:** In Section 3 “WHAT IS NOT COVERED”, exclusion C) 2) is removed and replaced with: “Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement. Section 4. F “Dispute Resolution-Arbitration” is removed. Section 4. G “Cancellation” is amended as follows: If You cancel after sixty (60) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. If We cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Should any conflicts or discrepancies arise between the English and Spanish versions in the interpretation of any issue, the English version will take precedence in all matters. The following statement amends Section 2.A, “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, in complete fulfillment of Our obligation to You hereunder. 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.
- 11. HI:** The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- 12. IA:** The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G “Cancellation: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 13. ID:** The following statement is added to Section 4.G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 14. IL:** The following statement is added to Section 4. H: “Entire Agreement”: If a claim is not paid within sixty (60) days of submitting he 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.
- 15. IN:** The following statement is added to Section 4.G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund. Any statement containing or referring to “Rent to Own” (RTO) is deleted in its entirety and does not apply to residents of this state.
- 16. KS:** The following statement is added to Section 4.G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 17. KY:** The following statement is added to Section 4. H: “Entire Agreement”: If a claim is not paid within sixty (60) days of submitting he 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.
- 18. LA:** The following statement is added to Section 4.G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 19. MA:** The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G “Cancellation: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 20. MD:** The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- 21. ME:** The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- 22. MI:** The following statement has been added to Section 2.B “Term”: If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- 23. MN:** The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.
- 24. MO:** The following statement is added to Section 4.H “Entire Agreement”: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of cancellation. The following statement is added to Section 4.G “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. 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.
- 25. MS:** The following statement is added to Section 4.G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.
- 26. MT:** 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.
- 27. NC:** The following statement is added to Section 4.G “Cancellation”: We may not cancel this Agreement except for non-payment by You or for violation of any of the terms and conditions of this Agreement. The following statement is added to Section 4.H “Entire Agreement”: You understand that the purchase of this Agreement is not required to purchase or obtain financing for the Covered Product. 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.
- 28. ND:** The following statement is added to Section 4.G “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.

29. NE: The following is added to Section 4.F "Dispute Resolution-Arbitration": Notwithstanding anything in this Agreement to the contrary, if You and We mutually agree at the time of loss, this Agreement provides for arbitration if there is an unresolved dispute between You and Us concerning this Agreement. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, one independent, neutral third party will give a decision after hearing Your and Our positions. The decision of the arbitrator shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. 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 loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. All costs and expenses of the arbitration 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 procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 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.

30. NH: The following is added to Section 4.F "Dispute Resolution-Arbitration": All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542. The following statement is added to Section 4.H "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH, 03021, (603) 271-2261. The following statement is added to Section 4. H: "Entire Agreement": If a claim is not paid within sixty (60) days of submitting he 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.

31. NJ: The following statement is added to Section 3, WHAT IS NOT COVERED, exclusion C: Use of refurbished, reconditioned or non-original manufacturer's parts is not permitted. In Section 3, exclusion C) 2) is removed and replaced with: "Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement as well as any stain or damage occurring prior to or during delivery, or while furniture is in transit or storage. The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.

32. NM: Section 4.G "Cancellation" is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increase the service required under this Agreement. The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within sixty (60) days of receipt of the returned Agreement, a ten percent (10%) penalty for each 30 day period or portion thereof shall be applied to the refund.

33. NV: The following statement is added to Section 2.B: This Agreement provides coverage that is excess over any other applicable coverage. Section 4.F "Dispute Resolution - Arbitration" all references to the state of "Illinois" are replaced with "Nevada". The following statement is added to Section 4.G "Cancellation": No claim or service incurred or paid will be deducted from the amount to be refunded in the event of cancellation of this Agreement. If the provider does not refund the purchase price within 45 days, the provider will pay You a penalty of ten percent (10%) of the Agreement Price for each 30-day period or portion thereof that the refund remains unpaid. In Section 3, WHAT IS NOT COVERED, E) 4) "is deleted and replaced with Accumulated stains or damage resulting from everyday use, lack of regular care and maintenance, willful misuse, abuse, mishandling, unauthorized or non-manufacturer recommended modifications to the Covered Product, or any damages arising from such repairs or to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement. If You are not satisfied with the manner in which We handle Your claim, You may contact the Nevada Division of Insurance Commissioner toll free: [(888) 872-3234].

34. NY: The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. 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. The following statement is added to Section 4. G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund. Any statement containing or referring to "Rent to Own" (RTO) is deleted in its entirety and does not apply to residents of this state.

35. OH: 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.

36. OK: This is not an insurance contract. Section 4.F "Dispute Resolution-Arbitration" all references to the state of Illinois are placed 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 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. If you cancel this Agreement within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund of the Agreement Price. To cancel, contact the Administrator in writing. If You cancel after thirty (30) days, Your refund shall be based on (100%) of the unearned pro rata Agreement Price less ten percent (10%) of the unearned pro rata Agreement Price 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 refund shall be based upon one-hundred percent (100%) of the unearned pro rata Agreement Price. 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. In Oklahoma the license number for Service Saver, Incorporated is 44198049. 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.

37. OR: Section 4.F "Dispute Resolution-Arbitration" is deleted in its entirety. The following statement is added to Section 4. H: "Entire Agreement": If a claim is not paid within sixty (60) days of submitting he 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. In the event You would like to contact the Obligor, the phone number is (800) 209-6206. In the "What to do if a Covered Problem occurs" section, the following statement is added: In the event You require an emergency repair when the Administrator's office is not open, You may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse Your costs if You comply with the Administrator's documentation requirements and the repair arose from an accidental incident covered under the terms and conditions of the Agreement.

38. PA: The following statement is added to Section 4.G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.

39. RI: The following statement is added to Section 4.G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.

40. SC: The following statement is added to Section 4.H "Entire Agreement": If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 10015, Columbia, SC 29202-3105, telephone number (803) 737-6180. The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.

41. SD: The following statement is added to Section 4.G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.

42. TN: The following statement is added to Section 4.G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.

43. TX: The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned Agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, IL, 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.H "Entire Agreement": If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX, 78711, telephone number (512) 463-6599 or (800) 803-9202. In Texas, the Service Contract Administrator License number for Montage, Inc., is 128. The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned service Agreement, a ten percent (10%) penalty per month shall be applied to the refund. 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.

44. UT: Section 2 REPAIR PLAN, D), "What to do if a covered problem occurs" is amended with the following statement: In the event You require an emergency repair when the Administrator's office is not open, You may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse Your costs if You comply with the Administrator's documentation requirements and the repair arose from an accidental incident covered under the terms and conditions of the Agreement. Section 3.WHAT IS NOT COVERED C) 2) is deleted and replaced with the following: ANY PRE-EXISTING STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE COVERED PRODUCT IS IN TRANSIT OR STORAGE; Section 4.F "Dispute Resolution- Arbitration" is deleted in its entirety and replaced by the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Section 4.G "Cancellation" is amended as follows: We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of Agreement Price, and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of cancellation, and (4) the reason for cancellation. The following statements are added to Section 4.H "Entire Agreement": Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. 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.

45. VA: The following statement is added to Section 4.G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund. If any promise made in the Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

46. WA: Section 4.H "Entire Agreement" is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." The following statement is added to "Dispute Resolution - Arbitration" Section 4.F: "In Washington any binding arbitration will be held at a location closest to Your permanent residence." The following statement is added to Section 4.G "Cancellation". If You cancel Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund.

47. WI: Any mention of the term "Obligor" in this Agreement is deleted and replaced with the term "Provider". The following statement is added to Section 4.E "Subrogation": The Agreement holder will be made whole before We may retain any amount We may recover. Section 4.F "Dispute Resolution-Arbitration" is removed in its entirety. The following statement is added to Section 4.G "Cancellation": "Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund." The following statement is added to Section 4.H "Entire Agreement": THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. This Agreement together with the receipt of the product purchased constitutes the entire contract. 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. In the event Your Covered Product is declared a total loss, You may cancel Your Agreement and receive a pro rata refund of the Agreement Price, less any claims paid. No cancellation fee will be charged.

48. WV: The following statement is added to Section 4.G "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.

49. WY: The following statement is added to Section 4.F "Dispute Resolution - Arbitration": In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement. The following statement is added to Section 4.G "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. 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.



Exclusions and limitations apply. Please refer to your protection plan document for specific coverage details. Coverage is provided by National Product Care Company, except in AZ, FL and OK, where it is Service Saver, Incorporated, in FL the license number is 80173 and in Oklahoma the license number is 44198049 and in WA where it is ServicePlan Inc. All providers are located at: 175 West Jackson Blvd., Chicago, IL, 800-209-6206. Coverage provided via form numbers: PTCCDR, OABR, PMMNPDR, PBCNP, DPBM and PBM series. Administered by Montage, Inc., 4035 Park East Court, Suite 300, Grand Rapids, MI 49546, 1-800-511-8951.

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