

# 5 Year Wood Warranty Plan

## DEFINITIONS:

“Limited Warranty” means the Product Limited Warranty; “Product” means the Furniture Protection Connection Furniture Care Kit or the “Limited Warranty” and other protection and repair products or advice that We may provide. “Retailer” means the authorized Store, the entity selling You the Product. “Furniture” means the qualifying furniture described below and delivered concurrently with Your purchase and receipt of the Product. The “Obligor”, “We”, “Our”, “US” or “Warranty Service” means Furniture Protection Connection. Our “Warranty Service” department is the administrator of the Limited Warranty and Furniture Protection Connection and is the distributor of the Product(s).

## FURNITURE COVERED BY THIS WARRANTY

- New Wood Furniture listed on the invoice for use as residential furniture.

## COVERAGE

Five (5) years from the date you take delivery of your new Wood Furniture item(s) listed on the invoice with Our protection products repair kit subject to all the terms and conditions herein, this “Limited Warranty” provides you coverage for damage resulting from:

## WARRANTY COVERAGE INCLUDES

### On Wood Furniture

- Stains, rings or liquid marks caused by any food and beverage products
- Accidental scratches (which penetrate the finish exposing the substrate), gouges, dents and chipping
- Lifting, splitting and chipping of veneers
- Cracking and splitting of wood finishes
- Peeling of finishes
- Heat marks, singeing and cigarette burns
- Breakage and loss of silvering on mirrors
- Breakage of glass
- Operational or structural failure of frames, motors, power or remote components

## THE LIMITED WARRANTY

If your new Wood Furniture purchased in connection with Our products and covered by this Limited Warranty becomes accidentally damaged as described above during normal RESIDENTIAL use, and You cannot correct the damage using the Products supplied at time of purchase and/or our recommended procedures, We will: First, provide the Customer with a toll-free phone number for free professional advice to aid in immediate cleaning or repair using the supplied Care Kit or other methods and products we recommend and authorize. If the damage persists, We may professionally clean, repair or replace the affected area of the Furniture. Professional service is limited to the covered damaged area only. If the contractor determines repairs must be made offsite, the item(s) will be removed at no cost to the customer. If the Furniture cannot be repaired, We will provide You a replacement item equal to the original purchase price of the stained or damaged Furniture. Accumulated replacement and repair costs are limited to the original purchase price of the furniture covered by this Limited Warranty. NO merchandise refund or replacement furniture will be offered for matching pieces of Furniture or to correct dye lot or texture variations caused by repairs, parts replacement, or full replacement. This Limited Warranty DOES NOT supersede the original manufacturer’s warranty that is in effect for, and covers the stain or damage to Your Furniture. This Limited Warranty is not a cleaning contract and does not cover general soiling (defined as a gradual buildup of dirt, dust, body oils and perspiration that cannot be attributed to a single occurrence) or eliminate the need for routine care and maintenance of Your Furniture.

## HOW TO OBTAIN SERVICE

Within **FIVE (5) DAYS of occurrence of the stain or damage**, notify Our Warranty Service Center at the toll-free number (888) 818-3229 or on our website @ [www.serveco.com](http://www.serveco.com) This Limited Warranty is not renewable or transferable and only the customer(s) shown on the original receipt are eligible for coverage. You must provide all of the following for service:

- (i) The original receipt showing Your purchase of the Product(s) and the Furniture
- (ii) The date the occurrence of the stain or damage
- (iii) The cause and description of the stain or damage; and
- (iv) The Limited Warranty with unique registration number.

## LIMITATIONS & EXCLUSIONS to this Limited Warranty include:

- Service or replacement is limited to the damaged Furniture only and the total value of such replacements is limited to \$15,000.00
- Any stain, discoloration, damage, or furniture not described herein; any damage by Products not used accordingly to product instructions

- Stains, discoloration, or damage caused by cleaning methods, or products not authorized by US or by the original manufacturer; manufacturer defects, stains or damage to internal components
- Impressions in wood finish caused by writing or similar actions
- Any costs or damage from repair and/or cleaning by anyone without written authorization by US
- Discoloration, or damage caused by gum or dyes
- Soiling from normal use or accumulation of stains or damage, odors of any kind, damage of unknown origin,
- Damage caused by pet beaks, claws or teeth
- Generalized or accumulated cracking, peeling, scratching or other damage from wear and tear, lack of maintenance and/or everyday use.
- Any Furniture sold without manufacturer warranty, Furniture used as rental furniture or for commercial purposes or in-home day care business
- Damage from transit, acts of God, misuse, abuse, or intentional acts
- Claims established under this Limited Warranty more than FIVE (5) DAYS after occurrence of the stain or damage will void this Limited Warranty
- Replacement selection(s) are only valid from the original dealer. Accumulated replacement and repair costs are limited to the original purchase price of the furniture covered by this Limited Warranty. Replaced item(s) become the property of Furniture Protection Connection Inc.
- This product Warranty does not cover anything not specifically listed in the "Warranty Coverage" section of this Warranty
- Repair or replacement covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure

### **IMPORTANT INFORMATION**

If You do not cooperate with the reasonable requests of this Limited Warranty, Warranty becomes void. A failure to exercise rights by US does not waive those rights. We do not assume responsibility for statements or damage by technicians, or any other person or entity. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect. Any controversy or claim for damage arising out of, or relating to this Limited Warranty, shall be settled by arbitration but specifically excludes class action arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof. THE OBLIGATIONS OF US UNDER THIS LIMITED WARRANTY ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE AND WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.