



**GUARDSMAN**  
Furniture Professionals

**YOUR SERVICE CONTRACT NUMBER:  
VOTRE NUMÉRO DE CONTRAT DE SERVICE:**

5-Year Gold Complete Plus and/or Area Rug Service Contract  
Maximum Furniture Original Retail Purchase Price : \$30,000  
Contrat de services complet Gold Plus d'une durée de 5 ans pour mobilier  
et/ou tapis décoratif  
Prix initial maximal de vente au détail du mobilier : 30 000 \$

- Keep this Service Contract and Your original sales receipt for Your furniture and area rug in a safe place as You will need these to file a claim.
- Conservez en un lieu sûr le présent Contrat de service ainsi que votre reçu de caisse original pour votre mobilier tapis décoratif car vous en aurez besoin pour soumettre une réclamation.
- You must report stains or damage to Us within thirty (30) days after the date that the stain or damage occurred. Notify Us by initiating a claim at [guardsman.com](http://guardsman.com) or call toll-free 1 (877) 584-GOLD (4653). See section 2. for details.
- Vous devez nous déclarer toute tache ou tout dommage dans un délai de trente (30) jours suivant la date à laquelle l'article a été taché ou endommagé. Veuillez nous aviser en présentant une réclamation à [guardsman.com](http://guardsman.com) ou en composant le numéro sans frais 1 (877) 584-GOLD (4653). Voir les détails à la section 2.

Customer Name

Nom du client : \_\_\_\_\_

Expected date of delivery

Date prévue de livraison : \_\_\_\_\_

**For residents of Quebec only • Pour les résidents du Québec seulement :**

**NOTICE CONCERNING THE LEGAL WARRANTY • AVIS CONCERNANT LA GARANTIE LÉGALE**

The law provides a warranty on the goods you purchase or lease : they must be usable for normal use for a reasonable length of time.

La loi prévoit une garantie sur les biens que vous achetez ou louez : ils doivent pouvoir servir à une utilisation normale pendant une période de temps raisonnable.

*The merchant is required to read you the above text. • Le marchand est tenu de vous lire le texte ci-dessus.*

The *Consumer Protection Act* gives a warranty on all goods you purchase or lease from a merchant. The goods must be useable :

- for the purposes for which they are ordinarily used (section 37 of the Act); and
- in normal use for a reasonable length of time, which may vary according to the price paid, the terms of the contract and conditions of use (section 38 of the Act).

*La Loi sur la protection du consommateur prévoit une garantie sur tous les biens que vous achetez ou louez d'un marchand. Les biens doivent pouvoir servir:*

- aux fins pour lesquelles ils sont habituellement destinés (article 37 de la Loi); et
- en utilisation normale pendant une période de temps raisonnable, qui peut varier en fonction du prix payé, des modalités du contrat et les conditions d'utilisation (article 38 de la Loi).

For more information on this legal warranty, go to the website of the Office de la protection du consommateur at [www.opc.gouv.qc.ca](http://www.opc.gouv.qc.ca).

Pour de plus amples renseignements à propos de cette garantie légale, visitez le site Web de l'Office de la protection du consommateur au [www.opc.gouv.qc.ca](http://www.opc.gouv.qc.ca).

**Residents of British Columbia, Saskatchewan, Manitoba, Ontario, Newfoundland & Labrador, Northwest Territories, Nunavut and the Yukon have certain cancellation rights. Please see reverse for further details.**

**Les résidents de la Colombie-Britannique, de la Saskatchewan, du Manitoba, de l'Ontario, de Terre-Neuve-et-Labrador, des Territoires du Nord-Ouest, du Nunavut et du Yukon ont certains droits d'annulation. Veuillez consulter le verso pour plus de détails.**

## 1. Plan Introduction

- 1.1. Welcome to Your Guardsman<sup>MD</sup> Furniture and/or Area Rug ("Furniture") Service Contract, which helps You enjoy Your Furniture without fear. This Service Contract and Your original sales receipt (collectively, the "Plan") together constitute a service agreement between You and Guardsman US LLC ("Guardsman"), covering certain accidental stains and damage from use or handling of Your Furniture, as described below. This Plan covers Your Furniture up to a maximum retail purchase price of CAD \$30,000.
- 1.2. **Please read all the terms and conditions below so You will know exactly what this Plan covers and what it does not cover**, as there are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us. This Plan does not replace any maintenance plan, insurance policy, warranty, or service contract You may have (as detailed in section 7) for the Furniture covered by this Plan.
- 1.3. You may not transfer this Plan to any other individual or entity.
- 1.4. You will need to retain a copy of this Plan (which includes Your original sales receipt) as it is required in order for You to file a claim. Your Furniture and this Plan must appear together on a single original sales receipt. Please keep the Plan in a safe place for Your future use.

## 2. How to File a Claim

You must follow all of the procedures listed below in order to be eligible for service under this Plan. **A failure to comply may disqualify Your claim.**

- 2.1. **Read this entire Plan carefully to see if an accidental stain or damage to Your Furniture is covered under this Plan.** Guardsman will determine the eligibility of an accidental stain or damage to Your Furniture on the basis of this Plan, the information You provide to Us when You submit Your claim and, where applicable, the findings of an authorised technician during a service visit We arrange. If an authorised technician finds that the nature of the stain or damage is different from what You reported to Us, Your claim may not be covered under this Plan.
- 2.2. **Within thirty (30) days of the date that an accidental stain or damage to Your Furniture occurred, You must report that stain or damage to Us.** To report the stain or damage to Us and obtain a claim form, You may either : (a) go to guardsman.com and follow the directions for submitting a claim; or (b) Call toll-free 1 (877) 584-GOLD (4653) during normal business hours (Monday through Thursday, 8:30 a.m. to 5:00 p.m. Your local time, Friday 8:30 a.m. to 6:00 p.m., Eastern Time) and We will mail or email a claim form to You. If You fail to receive a claim form by mail or email from Us within ten (10) days of Your request for a claim form, You must notify Us of that failure or report Your claim through guardsman.com in accordance with subsection 2.2(b).
- 2.3. **Within thirty (30) days of when You report the stain or damage to Us, whether online or by calling the toll-free line, You must properly complete, sign, and submit the claim form to Us, along with a copy of the Plan (which includes Your original sales receipt showing the purchase of both the Plan and Your Furniture), and photos or other documentation that We may request to show the accidental stain or damage for which You are making a claim (the "Claim Documents"). The Claim Documents must be received by Guardsman (WHETHER THROUGH GUARDSMAN.COM OR BY REGULAR MAIL TO Guardsman, 4999 36th St. SE, Grand Rapids, MI, 49512, USA) within that same thirty (30) day period.**

## 3. Definitions

The following terms, as used in this Plan, have the special meanings as defined below :

- 3.1. **Customer's Own Material ("COM") :** Material or items provided by You for customization of the covered Furniture, such as (a) fabric that You Purchased independently and provided for Furniture upholstery or (b) a specialized frame.
- 3.2. **Furniture Set :** Sectionals, dining chair groups, chair and ottoman sets, or identical items with the same SKU number. A set is a single item for purposes of Reselection.
- 3.3. **Matching Pieces :** Items that have identical fabric colour and/or print; wood colour, finish, inlay, and carving; or other characteristic designs that tie the pieces together as Matching Pieces. Examples of Matching Pieces include but are not limited to : a coffee table with matching end tables, or a sofa and chair with the same fabric and design.
- 3.4. **Plan :** Your sales receipt and this service contract between You and Us.
- 3.5. **Purchase :** Acquire and take ownership of the Furniture covered by this Plan through a sales transaction.
- 3.6. **Refund :** A Refund pays You the amount of Your original purchase price for this Plan, under certain circumstances as indicated in Section 5. "Service Procedures" of this Plan.
- 3.7. **Replacement :** A Replacement replaces the affected area, component, or piece of Furniture. We will attempt to match the colour to the areas that We have not repaired or replaced. Please understand that dye lots vary and Furniture may fade over time, so You might find slight unavoidable differences in colour. We reserve the right to use appropriate parts provided by a

company other than the original manufacturer, at our sole discretion, whether or not the original manufacturer has parts available.

- 3.8. Reselection :** Reselection provides a financial credit for You at the store location where You Purchased Your Furniture. The amount of the credit will be the original Purchase price of the affected piece of Furniture or Furniture set. If the original Furniture item is no longer available at the store location where You Purchased Your Furniture, You may select a new Furniture item or set as listed on Your original sales receipt. Your Reselection store credit will expire sixty (60) days after We notify You of Your credit. Our obligations under this Plan for a claim for which We provide a Reselection end when We notify You of Your credit. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected piece of Furniture under this Plan.
- 3.9. Seam Separation :** Seam separation is defined as the stitching coming apart. Ripping or tearing beside the stitching is not considered seam separation.
- 3.10. Service Contract :** This agreement between You and Us, and which forms part of the Plan.
- 3.11. Term :** The period beginning on the delivery date of Your Furniture covered under this Plan and ending five (5) years later, or when Our obligations under this Plan terminate.
- 3.12. We, Us :** Guardsman US LLC.
- 3.13. You or the Purchaser :** The person or entity who made the original Purchase (as defined in section 3.5.) of the this Plan and the Furniture covered by this Plan.

#### 4. Eligibility

This Plan only covers new Furniture that You Purchased and must be :

- 4.1.** Free of stains and damage when delivered or installed in Your U.S. or Canadian residence. Preexisting stains and damage to floor samples or other Furniture sold “as-is” are not covered. If Your Furniture is stained or damaged on delivery or during installation, contact the retail location where you purchased the Furniture.
- 4.2.** For Your personal indoor use only in Your U.S. or Canadian residence. This Plan does not cover Furniture that You rent or lease to others, that is left in the care or custody of others, used commercially, or used for other non-residential purposes, including Furniture that is used during the short or long term rental of your personal residence to others.

#### 5. Service Procedures

- 5.1.** If Your Furniture is accidentally stained or damaged during the Term, and the type of stain or damage is covered under this Plan, We will provide service using one or more of the following procedures. Our service begins with Step 1 below. If You decide that Step 1 below does not fully address the stain or damage, We will move to provide the service described in one or more of the other Steps below.
- 5.1.1. Step 1. Cleaning Kit for Stains :** We may provide You with a cleaning kit or advice on how You may be able to remove the stain, if You would like to try removing the stain Yourself. If You do not, or if You decide that this method does not fully address Your covered stain and You inform Us by returning the claim form to Us within thirty (30) days of Your reporting the stain to Us in accordance with section 2.3, We will move to one of the next steps below.
- 5.1.2. Step 2. Technician Assessment and Service :** If You submit a claim form and We determine that a technician may be able to provide service to repair the covered stain or damage, We will send an authorised technician to assess the stain or damage and perform repairs if the technician determines that the stain or damage can be repaired. All repairs will be performed in a professional and workmanlike manner. If the Technician's service does not remove the covered stain or damage to Your Furniture, You must notify Guardsman within thirty (30) days of when the technician serviced Your claim and take immediate action to prevent further stains or damages to Your Furniture. This plan will not cover stains or damages caused by continued use of Your stained or damaged Furniture.
- 5.1.3. Step 3. Replacement or Reselection :** If the technician cannot remedy the covered stain or damage, We will arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where You bought Your Furniture and the Plan.
- 5.1.4. Refund :** If We are unsuccessful in repairing the covered stain or damage to Your Furniture and We are unable to provide a Replacement or Reselection because, for example, the retail store location where You bought Your Furniture and the Plan has closed, changed ownership, stopped selling Furniture, no longer carries Guardsman service contracts, or You have moved from the original store location's operating area since Your Purchase and no longer reside within the delivery area, We will provide You a Refund of the purchase price of Your Plan rather than a Replacement or Reselection.
- 5.1.5. Reimbursement :** At Our sole discretion, We may offer Reimbursement, which You can choose to accept instead of a Replacement or Reselection. We are not obligated to offer a Reimbursement, and You are not obligated to accept it.

- 5.2. If We provide a Replacement or Reselection, You agree the stained or damaged Furniture that was the subject of Your claim becomes the sole property of Guardsman. You will surrender possession of the stained or damaged Furniture at the time of delivery of the Replacement or Reselection Furniture, unless We have agreed to other arrangements with You.
- 5.3. Replacement, Reselection, Reimbursement or Refund will complete the coverage and all our obligations under this Plan for the stained or damaged area, component, or piece of Furniture. A Replacement area, component, piece of Furniture and Reselection Furniture are ineligible for coverage and future claims under this Plan. However, other original areas, components, or remaining covered Furniture continue to be covered, subject to the terms of this Plan.

## 6. What is Covered

This Plan provides coverage for the following accidental stains or damage that arise from a specific occurrence, except for those listed in the "What is Not Covered" section.

### 6.1. Fabric, Leather, Nubuck, and Vinyl Upholstered Furniture :

- 6.1.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.1.2. Punctures, cuts, tears, or rips.
- 6.1.3. A single incident of damage per piece caused by a household pet, except what is specifically excluded in sections 9.2.
- 6.1.4. Burns that are not caused by a fire.
- 6.1.5. Seam separation.
- 6.1.6. Zipper and button breakage.
- 6.1.7. Operational or structural failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications. However, these items are covered only if they were previously covered by an original manufacturer's warranty that has expired.

**Note :** Items in 6.1.5. through 6.1.7. are covered whether the damage arises from a specific occurrence or from normal use.

### 6.2. Wood and Other Hard Surface Furniture :

- 6.2.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.2.2. Liquid marks and rings.
- 6.2.3. Breakage.
- 6.2.4. Scratches, gouges, or chips.
- 6.2.5. Burns or heat marks that are not caused by a fire.
- 6.2.6. Checking, cracking, bubbling, or peeling of the finish.
- 6.2.7. Chips, scratches, and breakage of glass or mirrors.
- 6.2.8. Loss of silvering on mirrors.
- 6.2.9. A single incident of damage per piece caused by a household pet, except what is specifically excluded in sections 9.2.
- 6.2.10. Operational or structural failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications. However, these items are covered only if they were previously covered by an original manufacturer's warranty that has expired. These items are covered whether the damage arises from a specific occurrence or from normal use.

### 6.3. Area Rug :

- 6.3.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.3.2. Punctures, cuts, tears, or rips.
- 6.3.3. Burns that are not caused by a fire.

## 7. What is Not Covered

Some occurrences and some types of stains and damage are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage or service that is caused by or arises from any of the following.

- 7.1. **Failure to Perform Your Responsibilities.** Any stain or damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2. When the actions listed in section 2, "How to File a Claim" have not been followed.
- 7.3. Any accidental stain or damage that is not specifically listed under Section 6, "What is Covered."
- 7.4. **Wear-and-tear.** This Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to :
- 7.4.1. Loose joints, scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather.
- 7.4.2. Pilling, pulls, snags, or fraying of fabric or area rug.

7.4.3. The buildup of stains, soil, or damage that significantly accumulates gradually over time from repeated use rather than from a specific occurrence. This includes, but is not limited to, stains from perspiration, hair oil, or body oil.

**7.5. Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to the following :

7.5.1. Stress tears (tearing or ripping of upholstery within one-half inch of and parallel to the seam line) or fabric flaws.

7.5.2. Fringe on area rugs.

7.5.3. Fading, colour loss, or colour change.

7.5.4. Loss of foam and/or inner spring resiliency (including body impressions).

7.5.5. Cracking and peeling of leather or vinyl, and natural leather markings such as, but not limited to, scars, insect bites, brand marks, and wrinkles.

7.5.6. Damage resulting from defects in design, materials or workmanship, except for damage specifically listed in the "What is Covered" section.

**7.6. Ineligible Furniture, Components, and Area Rug.** This Plan does not cover the following Furniture items :

7.6.1. Mattresses.

7.6.2. Suede, exotic leathers, or leather/vinyl that is embossed, or stamped. Split-grain leather hides used in seat cushions, back cushions, or arm areas. Furniture areas made or upholstered with the Customer's Own Material (COM). However, non-COM areas or components may be eligible for service.

7.6.3. "X" cleaning code and non-colourfast fabric (fabric that loses colour even when cleaned according to the manufacturer's cleaning instructions).

7.6.4. Stains or damage to Your Furniture that occur during delivery and any preexisting stains or damage to floor samples or other Furniture sold "as-is."

7.6.5. Components and mechanisms integrated into Furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks, or others that are not included in Section 6, "What is Covered."

7.6.6. Furniture that has been used outdoors.

**7.7. Other Items Not Covered.**

7.7.1. Odours, including odours that remain after a visible stain is cleaned.

7.7.2. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, or other protection Plan.

7.7.3. Stains or damage caused during Furniture delivery, assembly, installation, or transportation.

7.7.4. Stains or damage caused by structural problems, including but not limited to skylights, roofs, or water pipes; appliance malfunctions, including but not limited to air conditioners and water heaters; fire, smoke, flood, other natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity; independent contractors not retained by Guardsman to repair Your Furniture, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.

## **8. Non-Household Environments**

This Plan covers Your indoor Furniture while You are using it in Your residence. This Plan does not cover stains or damage that occur in non-household environments, including but not limited to :

8.1. Stains or damage that occur before Your Furniture is delivered, while Your Furniture is located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage, or between residences.

8.2. Your Furniture that is or has been used for business, commercial, institutional, or rental purposes, including but not limited to, Furniture used for a daycare centre or Furniture used in premises rented to others, regardless of the length of the rental period.

## **9. Improper Maintenance, Care, or Misuse**

It is Your responsibility to take proper care of Your Furniture and to clean it by methods recommended by the manufacturer of the covered Furniture. This Plan does not cover :

9.1. Stains or damage caused by :

9.1.1. Failure to care for and maintain Your Furniture according to the manufacturer's warranty.

9.1.2. Use of Your Furniture for a purpose other than that for which it was designed.

9.1.3. Cleaning methods other than those recommended by Your Furniture manufacturer. This includes colour loss or colour change. For a list of leather types and definitions covered by this Plan, visit [guardsman.com/leathertypes](http://guardsman.com/leathertypes).

9.2. This plan provides coverage for one incident of household pet animal damage (beaks, teeth, and claws) per Furniture piece. Repeated incidents of household pet damage are not covered under this plan.

9.3. Repeated incidents of (pet) bodily fluid stains are considered non-accidental occurrences and are not covered under this Plan.

- 9.4. Furniture that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.
- 9.5. Stains or damage caused by or resulting in mould or mildew.
- 9.6. Stains or damage caused by (a) intentional acts or (b) non-accidental acts or omissions which are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, such as, but not limited to, cuts, rips, teething marks, tears, ink, paint, crayon, marker, or pencil damage.

**Langue.** C'est à la demande expresse des parties que le présent contrat de service a été rédigé en anglais. The parties have specifically requested that this service contract be drafted in English.

**THIS SERVICE CONTRACT IS A CONTRACT FOR THE SALE OF SERVICES. THE OBLIGATIONS OF GUARDSMAN UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN. NO EXPRESS WARRANTY OR IMPLIED WARRANTY OF ANY KIND OR OTHER NATURE IS GRANTED HEREIN. GUARDSMAN DISCLAIMS ANY AND ALL IMPLIED WARRANTIES. NO ONE IS AUTHORISED TO ASSUME FOR GUARDSMAN ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS SERVICE CONTRACT. GUARDSMAN'S TOTAL LIABILITY UNDER THIS SERVICE CONTRACT IS LIMITED TO REPAIR, REPLACEMENT, RESELECTION OR REFUND.**

Any provision contained herein that is found to be contrary to any provincial or local law shall be deemed null and void; however, the remaining provisions shall continue in full force and effect.

**In Ontario, Manitoba, Alberta, Yukon, Saskatchewan, Newfoundland, Northwest Territories, and Nunavut the following cancellation rights apply :**

**Buyer's Right to Cancel (these rights do not apply to residents of Quebec) :**

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

**In British Columbia, the following cancellation rights apply :**

This is a Plan to which the Business Practices and Consumer Protection Act applies. You may cancel this Plan from the day you enter the Plan until 10 days after you receive a copy of this Plan. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the Plan, you may cancel this Plan within one year of the Plan date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this Plan, the retailer has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this Plan. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if the retailer receives the notice within the required period as long as you sent it within the required period.

**Personal Information :**

Personal information, which includes information about an identifiable individual collected in connection with the Plan ("Personal Information"), will be collected, used and disclosed by Guardsman for the purposes of administering the Plan, including investigating, assessing and processing claims, creating and maintaining records, and providing customer service. Guardsman may exchange Personal Information as necessary for the purposes described above and Personal Information may also be used and disclosed for other purposes with your consent or as permitted or required by law. For more or to request access to and correction of your Personal Information, please contact Guardsman in writing at the address provided in section 1.1. of this Plan. You may also obtain a copy of Guardsman's privacy policy at [www.guardsman.com/en/about/policy.html](http://www.guardsman.com/en/about/policy.html). In Quebec, the following applies : You have the right to ask for access to the information, and ask that any inaccurate information be corrected. To do so, you may send a written request with details to Guardsman at the address provided above.

To obtain a large-type copy of the terms and conditions of this Plan, please call, toll-free 1 (877) 584-GOLD (4653).