

**Consumer Priority Service
Terms and Conditions
Professional Furniture**

The obligor of this PLAN is MHHC Warranty and Service Inc. (MHHC), located at 400 Union ST SE Olympia, WA 98501 (800) 743 - 7480. The Administrator of this Plan (Hereinafter "ADMINISTRATOR"), is Consumer Priority Service, Inc., located at 3101 Emmons Ave Brooklyn NY 11235 (800) 905-0443.

Obligations of this plan are guaranteed under a Contractual Liability Insurance policy issued by Plateau Casualty Insurance Company. Should the ADMINISTRATOR fail to pay or provide service on a claim, including claims related to the return of unearned portion of the premium, within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly with the Insurance company, Plateau Casualty Insurance Company, located at 2701 N. Main St. Crossville, TN 38555 (888) 398-3632.

ADMINISTRATOR agrees with the purchaser of this Plan (Hereinafter "OWNER"), to service eligible products that experience a structural or mechanical breakdown, due to manufacturer's defects in materials and workmanship, accidental damage, due to spills, drops, rips, tears, burns, and punctures, and normal wear and tear that are the result of normal usage for the term of this Plan, subject to a maximum coverage period of five (5) years.

The Plan covers eligible products purchased as new and manufactured for use in the United States. Coverage begins on the Product purchase date or Product delivery date, if different.

This Plan pays for parts and labor for functional parts. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are accessory parts that are not critical to the products primary function. ADMINISTRATOR will repair or replace the unit or any parts thereof, as required, subject to the terms and conditions of this Plan. ADMINISTRATOR is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product.

General Conditions:

Along with the wording of original equipment manufacturers' written warranty, the following terms and conditions will apply:

- a. If service under the Plan is provided on-site at your location, a person who has reached the legal age (18 years old) must be present at all times during the service call.
- b. ADMINISTRATOR reserves the right to repair or replace the covered product with a comparable feature model of like kind and quality. ADMINISTRATOR reserves the sole right to determine, according to the terms and conditions of the Plan, whether a covered item will be repaired or replaced.
- c. ADMINISTRATOR is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
- d. Product replacement under this Plan will fulfill this agreement for the claimed product only. Once a replacement/settlement has been released, there shall be no further obligations under this Plan for said claimed product.
- e. If no defect is found (no fault found) or service cannot be approved based on the terms and conditions of this Plan, OWNER shall be responsible for service costs incurred.
- f. ADMINISTRATOR, at its sole discretion, shall offer a replacement option of like kind and function or a monetary settlement for the purchase price of the covered product as determined by the ADMINISTRATOR.

- g. While covered under this Plan, if a product requires covered service on three (3) separate occasions for the same component and then requires a fourth (4th) repair for the same component, as determined by our authorized service center, ADMINISTRATOR will replace the product. Authorized service repair receipts from three (3) separate repair incidents must be sent to and approved by ADMINISTRATOR in order to qualify for replacement.
- h. All mattress plans require the use of a standard mattress cover/protector to be eligible for coverage.

Registration:

This Plan must be registered properly and completely within 30 days of your Plan purchase date. To register your Plan, visit www.cpscentral.com and click the “Register” button. If you prefer to register by telephone with a representative, please call (800) 905-0443. Failure to properly register this plan may restrict your coverage benefits.

Transferability:

This Plan is transferable to a subsequent owner but not for a new or different product. You may transfer this Plan to a new owner of the covered product(s) by emailing notice of transfer to cs@cpscentral.com or calling (800) 905-0443. You must provide The ADMINISTRATOR the serial number, proof of purchase of the Plan, the name, address, telephone number and email address of the new owner. A \$25 transfer fee will apply.

Cancellation:

OWNER may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. ADMINISTRATOR may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product. In the event of cancellation by ADMINISTRATOR (except for non-payment), ADMINISTRATOR will provide the Plan owner with a pro-rata refund. All service related costs incurred during Plan ownership, shall be fully deducted from the Pro-rated refund amount. In the event that the service related costs under Plan ownership exceed the pro-rated refund amount, no refund shall be issued.

To Arrange for Service:

For prompt service call (800) 905-0443. Please have your Plan information available so that our customer service representative can assist you in scheduling proper authorized service for your covered product.

Service Reimbursements:

You may obtain and submit estimates of repair to ADMINISTRATOR for review and approval. All submitted estimates must receive prior approval from ADMINISTRATOR before service has been performed in order to qualify for reimbursement under this Plan. Please call (800) 905-0443 for assistance. Failure to properly follow this procedure may delay or cause denial of your reimbursement request.

Limit of Liability:

Our obligations under this agreement will be considered fulfilled upon one of the following events determined solely by us; product replacement; total repair costs reach the original purchase price of the covered item(s); or, reimbursement of the fair market value of the covered product.

- a. ADMINISTRATOR, OBLIGOR and/or Insurer shall not be held liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the contract term and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.
- b. ADMINISTRATOR, OBLIGOR and/or Insurer shall not be responsible or liable for secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any covered item, including, but not limited to loss of income, utility bills, additional living expenses, personal and/or property damage.

- c. ADMINISTRATOR, OBLIGOR and/or Insurer is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond ADMINISTRATOR, OBLIGOR and/or Insurer's control such as weather.

Binding Arbitration:

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of law that would require the application of the laws of any other jurisdiction. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall only be instituted, heard and adjudicated (excluding appeals) only in a state or federal court located in New York, and each party hereto knowingly, voluntarily and intentionally waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the exclusive personal jurisdiction of any such court in any such action, suit or proceeding. Service of process in connection with any such action, suit or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

General Exclusions:

- a. All structural and mechanical breakdown claims placed within the first thirty (30) days from the date of purchase of your plan will be excluded from coverage. Or, any loss or damage covered by a manufacturer or store warranty or any insurance policy
- b. This Plan does not cover failure as a result of: misuse, abuse, intentional damage, rust or corrosion, mistreatment, including but not limited to, removal of parts and intentional damage by people, pests, or foreign object found inside the equipment
- c. This Plan does not cover deterioration of the appearance of the product, or finish defects such as paint, or breakage of porcelain, plastic, or dents, scratches, and chips, that were not caused by a single occurrence
- d. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product(s).
- e. Structural or mechanical loss occurring during the manufacturer's warranty period and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan.
- f. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- g. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded
- h. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect.

Appeal Protocol:

If at any time a dispute arises between OWNER and ADMINISTRATOR on claim adjudication, OWNER has full rights under this policy to file an appeal through ADMINISTRATOR by emailing appeals@cpscentral.com and requesting an appeal form. ADMINISTRATOR will review and respond to all appeals within 48 business hours. ADMINISTRATOR will make reasonable efforts to resolve appeals amicably within the confines of the terms and conditions stated herein.

Furniture Protection:

Coverage: This Plan will repair or replace eligible products due damage caused by following:

Fabric Leather and Wood Furniture

- a. Heat marks and burns, punctures and rips (excluding seems, and wood), fading from the sun (wood only), failure of motors and associated components, breakage of frames or mechanisms, checking, cracking, bubbling, peeling of finish or lifting of veneers from a single occurrence (wood only), mirror loss of silvering or chipping, glass breakage, scratch or gouge penetrating through the surface
- b. Stains caused by human and pet bodily fluids, food and beverage spills, facial cosmetics, nail polish, grease and oil, paint and dye, crayon, ink and markers, grass and mud, dye transfer (color from jeans or newspapers)
- c. Pet damage, jaws and claws (single occurrence)

Outdoor Furniture

- a. Human and pet bodily fluids
- b. Breakage of mechanisms (upon expiration of the manufacturer's warranty), including parts and labor.
- c. Rips, tears, punctures, burns and singe marks
- d. Water or beverage marks or rings
- e. Welds and assembled joints
- f. Glass Chipping, breakage or cracking

Mattress and Adjustable Mattress Base Coverage:

- a. Stains caused by human and pet bodily fluids, food and beverage spills, facial cosmetics, nail polish, grease and oil, paint and dye, crayon, ink and markers, grass and mud, dye transfer (color from jeans or newspapers)
- b. Motors Mechanisms (Inclining reclining, heating and vibrating) Electrical components (Including motors and wiring) Controllers Power Surge parts and labor included (upon expiration of manufacturer's warranty)

Additional Furniture Exclusions:

- a. General soiling or accumulated stains that cannot be attributed to a single occurrence
- b. Stains or damage from mildew, mold, acid, bleach, rust, corrosion or odors
- c. Stains or damage caused by transit, delivery, assembly or movement between locations
- d. Loss of foam resiliency
- e. Pilling or fraying of upholstery
- f. Fading, color loss and/or discoloration of upholstered furniture
- g. Damage caused by improper cleaning methods
- h. Damage due to acts of god, theft, negligence, riot or any other peril
- i. Outdoor fire pits, heaters and umbrellas
- j. Accessories or throw pillows sold with sofas and loveseats

Insurance:

The Administrator of this Plan, Consumer Priority Service, Inc., located at 3101 Emmons Ave Brooklyn NY 11235 (800) 905 - 0443.

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