



YOUR SERVICE AGREEMENT NUMBER:

A division of The Valspar Corporation or of its affiliate, Engineered Polymer Solutions, Inc.

10-Year Complete Adjustable Bed Base Protection Plan

Maximum Original Retail Purchase Price: \$10,000

- Keep this Protection Plan and Your sales receipt, which constitutes an integral part of and becomes an addendum to this Protection Plan, for Your adjustable bed base, in a safe place as You will need these to file a claim under this Protection Plan.
- You must report damage to Us within thirty (30) days after the date that the damage occurred. Notify Us by initiating a claim at guardsman.com or call toll-free (800) 253-3957. See section 2. for details.
- Si usted necesita un Plan de Protección en Español, llámenos al (800) 253-3957.

6411SD10E

1. Plan Introduction

- 1.1. Welcome to Your Guardsman® Adjustable Bed Base ("Bed") Protection Plan, which helps You enjoy Your Bed without fear. This Plan and Your sales receipt together constitute a service contract between You and Guardsman located at 4999 36th Street SE, Grand Rapids, MI 49512, a division of The Valspar Corporation, or its affiliate Engineered Polymer Solutions, Inc. in **CT, NM, OK, UT, and WA**, depending on Your state of residence when You Purchased this Plan. The Plan supplements Your manufacturer's warranty against certain mechanical and structural damage to Your Bed, as described below. This Plan covers Your Bed up to a maximum retail Purchase price of \$10,000.
- 1.2. **Please read all the terms and conditions below so You'll know exactly what this Plan covers and what it doesn't 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 Your maintenance plan, insurance policy, warranty, or benefits provided in a lease-to-own agreement ("LTO") You may have for the Bed covered by this Plan.
- 1.3. Be sure to read Your manufacturer's warranty to understand what it covers and does not cover, for that might affect Your coverage under this Plan. This Plan supplements Your manufacturer's warranty by providing additional protection against certain structural and mechanical failure.
- 1.4. You may not transfer this Plan to any other individual or entity. The benefits available to You under this Plan are not available to the lessor under a LTO.
- 1.5. You'll need to retain a copy of this Plan and Your original sales receipt to file a claim; so please keep them in a safe place for Your future use. Both the covered Bed and this Plan must appear on a single sales receipt.

2. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Plan. **Your failure to comply may disqualify Your claim.**

- 2.1. **Read this entire Plan carefully to see if a damage to Your Bed is covered under this Plan.** We determine the coverage eligibility of a stain or damage to Your Bed on the basis of this Plan document, the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 2.2. **Within thirty (30) days of the date that a damage to Your Bed occurred, You must report that damage to Us.** To report the 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 (800) 253-3957 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 10 days of Your request for a claim form, You must notify Us of that failure.
- 2.3. **Within thirty (30) days of when You report the damage to Us, You must properly complete, sign, and mail the claim form (from paragraph 2.2.) so Guardsman receives it within those thirty (30) days, along with a copy of the sales receipt showing Purchase of both the Plan and the covered Bed, a copy of this Plan, and photos or other documentation that We may request to show the damage for which You are making a claim.**

3. Definitions

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

- 3.1. **Cash Settlement:** A Cash Settlement can provide the Purchaser a Settlement amount up to the original Purchase price of the Bed where permitted by applicable law. We are not obligated to offer this option, and You are not obligated to accept it.
- 3.2. **Customer's Own Material ("COM"):** Material or items provided by You for customization of the covered Bed, such as (a) fabric that You Purchased independently and provided for Bed upholstery or (b) a specialized frame.
- 3.3. **Lessee:** The person signing and original Lessee under a LTO with Purchase rights.
- 3.4. **Lessor:** The company leasing Bed to Lessee under a LTO.
- 3.5. **LTO:** Acquiring Your Bed through a lease-to-own agreement.
- 3.6. **Plan:** This Protection Plan or service contract between You and Us.
- 3.7. **Purchase:** Acquire and take ownership of the Bed covered by this Plan through a sales transaction; or through a LTO.
- 3.8. **Replacement:** A Replacement replaces the affected area, component, or Bed. 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.
- 3.9. **Reselection:** Reselection provides a financial credit for You at the store location where You Purchased Your Bed. The amount of the credit will be the original Purchase price of the affected Bed. If the original Bed is no longer available at the store location where You Purchased Your Bed, You may select a new Bed. 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 Bed under this Plan.
- 3.10. **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.
- 3.11. **Term:** The period beginning on the delivery date of Your Bed covered under this Plan and ending ten (10) years later, or when our obligations under this Plan terminate according to the terms in this Plan document. You may not renew this Plan.
- 3.12. **We, Us:** Guardsman, a division of The Valspar Corporation, or its affiliate Engineered Polymer Solutions, Inc., depending on Your state of residence.
- 3.13. **You or the Purchaser:** The person who made the original Purchase (as defined in section 3.7.) of this Plan and the Bed covered by this Plan. Any reference to You or Purchaser shall mean the Lessee and not the Lessor under a LTO.

4. Eligibility

- 4.1. This Plan only covers a new Bed that You Purchased and must be:
 - 4.1.1. Free of damage when delivered or installed in Your U.S. or Canadian residence. Preexisting damage are not covered.

- 4.1.2. For Your personal indoor use only in Your U.S. or Canadian residence. This Plan does not cover a Bed 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.
- 4.2. **If Your Bed is under a LTO:** Accidental damage reported to Us while Your Bed is under a LTO are only eligible for the services described in paragraphs 5.1.1. and 5.1.2. of the Service Procedures section of this Plan. Any Replacement, Reselection, Refund, or Cash Settlement described in paragraphs 5.1.2., 5.1.3., and 5.1.4. will be paid to the owner of the Bed at the time the Replacement, Reselection, Refund, or Cash Settlement is made. This will be the Lessor if You have not yet acquired ownership of the Bed through LTO. The Lessor is responsible for applying any Refund or Cash Settlement toward Your remaining LTO.
5. **Service Procedures**
- 5.1. If Your Bed is damaged during the Term, and the type of 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:
- 5.1.1. **Step 1. Technician for Assessment and Service:** If You submit a claim form and a technician may be able to provide service to repair the covered damage, We will send an authorized technician to assess the damage and perform repairs if the technician determines that the damage can be repaired. All repairs will be performed in a professional and workmanlike manner. If the technician's service does not repair the damage to Your Bed, You must notify Guardsman within 30 days of when the technician serviced Your claim.
- 5.1.2. **Step 2. Replacement or Reselection:** If the technician cannot remedy the 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 the Plan, or a Refund as described in section 5.1.3.
- 5.1.3. **Refund:** If We are unsuccessful in repairing the damage to Your Bed, and We are unable to provide a Replacement or Reselection because, for example, the retail store location where You bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Beds, or You have moved from the original store location's operating area since Your Purchase, We will provide You a Refund of the Purchase price of the Plan rather than a Replacement or Reselection.
- 5.1.4. **Cash Settlement:** At our discretion, We may offer You a Cash Settlement, which You can choose to accept instead of a Replacement or Reselection. We are not obligated to offer a Cash Settlement, and You are not obligated to accept it.
- 5.2. If We provide a Replacement or Reselection of Your Bed, You agree the damaged Bed becomes the sole property of Guardsman. You will surrender possession of the damaged Bed at the time of delivery of the Replacement or Reselection Bed, unless We have agreed to other arrangements with You.
- 5.3. Replacement, Reselection, Refund or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the damaged area, component, or Bed. A Replacement area, component, and Reselection Bed are ineligible for coverage and future claims under this Plan. However, other original areas and components continue to be covered, subject to the terms of this Plan.
- 5.4. A Replaced or Reselected Bed is not eligible for a new Guardsman Protection Plan.
6. **What is Covered**
- 6.1. Under this Plan, We will furnish or pay for parts and labor (as described in section 6.3.) to repair or replace Your Bed or its component parts that suffer mechanical or structural failure, including:
- 6.1.1. Frames.
- 6.1.2. Welds.
- 6.1.3. Mechanisms (including inclining, reclining, heating, and vibrating).
- 6.1.4. Electrical components (including motors, wiring, and remote operation devices).
- 6.2. We will provide service under this Plan only for damage:
- 6.2.1. Arising from normal usage of Your Bed during the term of the Plan;
- 6.2.2. To a component part of Your Bed that was originally installed by the manufacturer;
- 6.2.3. If the damaged components were covered under the original manufacturer's warranty or an extended warranty covering Your Bed; and
- 6.2.4. That is not listed in the "What is Not Covered" section.
- 6.3. We will provide coverage only for that portion of the original manufacturer's warranty that has expired. For example, if the warranty for labor has expired but the warranty for parts remains in effect, then We will be responsible only for the labor required to repair or replace component parts of Your Bed or to replace Your Bed as provided by this Plan.
7. **What is Not Covered**
- Some causes and some types of damage are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage or service for any of the following:
- 7.1. **Failure to Perform Your Responsibilities.** Any damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2. **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 the buildup of mechanical or structural failures, including damage that occurs from repeated use, rather than from a particular occurrence. Normal wear and use related to failures or damage occurs, including without limitation to, rust or corrosion, scratches or dents.
- 7.3. **Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to damage or failure resulting from defects in design, materials, or workmanship, except for mechanical or structure failure specifically listed in the "What is Covered" section.
- 7.4. **Ineligible Bed and Components.** This Plan does not cover the following items:
- 7.4.1. Any Bed located outside of the United States and Canada.
- 7.4.2. Any Bed sold without a manufacturer's warranty or sold "as-is."
- 7.4.3. Preexisting conditions that occur prior to the effective date of this Plan.
- 7.4.4. Damage or mechanism failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise.
- 7.4.5. Customer's Own Material (COM) items.
- 7.4.6. Mattresses.
- 7.5. **Other Items Not Covered.**
- 7.5.1. Cleaning, preventative maintenance, or customer education.
- 7.5.2. Cosmetic damage to Bed, outer casing or other non-operating parts or components.
- 7.5.3. Damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, LTO, or other protection plan.
- 7.5.4. Damage caused during Bed delivery, assembly, installation, or transportation.
- 7.5.5. Non-failure problems, including but not limited to, items not covered, noises, squeaks, etc. Non-recurring issues are not product failures.
- 7.5.6. Damage to any Bed for which installation prevents normal service.
- 7.5.7. There is no consequential damage or delay in rendering service under the Protection Plan, or loss of use during the period that the product is awaiting parts.
- 7.5.8. 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 Bed, 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 Bed while You are using it in Your residence. This Plan does not cover damage that occurs in non-household environments, including but not limited to:
- 8.1. Before the Bed is delivered to Your residence; while the Bed 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. A Bed that is or has been used for business, commercial, institutional, or rental purposes other than LTO, including but not limited to, a Bed used for a daycare center or a Bed 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 Bed and to maintain it by methods recommended by the manufacturer of the covered Bed. This Plan does not cover:

9.1. Damage caused by or resulting from:

- 9.1.1. Failure to care for and maintain Your Bed according to the manufacturer's warranty.
- 9.1.2. Use of Your Bed for a purpose other than that for which it was designed.
- 9.1.3. Damage caused by animals (beaks, teeth, and claws).

9.2. A Bed that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.

9.3. Damage caused by, or resulting in, mold or mildew.

9.4. Damage caused by (a) intentional acts or (b) non-accidental acts or omissions which, in Our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, such as, but not limited to, cuts, rips, tears, ink, paint, crayon, marker, or pencil damage.

This Plan is governed exclusively by the laws of Michigan without application of its conflicts of laws rules, except to the extent otherwise stated below.

GUARDSMAN IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER SERVICES PROVIDED UNDER THIS PLAN OR ITEM COVERED BY THE PLAN. GUARDSMAN DOES NOT HAVE THE RIGHT TO CANCEL THIS PLAN.

READ THE FOLLOWING ARBITRATION PROVISION ("ARBITRATION PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

You agree that all **claims**, disputes or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this Plan and Your Purchase thereof and (2) the validity, scope, interpretation, or enforceability of the entire **Plan**, this **Arbitration** or any other part of the Plan ("Claim"), shall be resolved exclusively by binding arbitration in Grand Rapids, Michigan in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a single arbitrator, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan. The matters that are the subject of the arbitration shall be governed by the substantive laws of the State of Michigan applicable to contracts made and to be performed therein, without application of any conflicts or choice of law rules, except as expressly stated below, and by the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended ("FAA"). The arbitrator shall have no power or authority to order or grant any equitable remedy, or relief or any remedy or relief that a court could not order or grant under applicable law, and, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan, shall have no authority to award punitive, treble, or any other form of enhanced damages. The arbitrator shall render the award in writing and shall include findings of fact and conclusions of law upon which the award is based. Each party shall pay their own attorneys' fees and expenses relative to arbitration. All costs and expenses of the arbitration (other than the parties' attorney's fees and expenses), including the arbitrator's fees and expenses, shall be allocated between the parties according to the arbitrator's discretion as set forth in the award. The arbitrator's award may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, against the party against whom enforcement is ordered. You agree that any arbitration proceeding shall proceed solely on an individual basis without any right for any claims to be arbitrated on a class action, multiple plaintiff, consolidated, or similar basis, or on bases involving claims brought by You in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited solely to claims between You and Us alone. Your Claims may not be joined or consolidated with any claims or disputes involving others. No arbitration award with respect to Your Claim's shall have any preclusive effect as to any **claims** or issues in any disputes with anyone who is not a named party to the arbitration of Your Claims. For CA Residents, the Arbitration Provision is amended to include the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to arbitrate any Claim is solely at Your discretion; (2) If arbitration is elected, this does not waive Your right to file and pursue civil action or complaint; (3) If any statement found within this Plan contradicts this section, this section shall take precedence. For WA residents, any arbitration proceeding shall be held at a location in closest proximity to the service contract holder's permanent residence. For WI and OR residents, any arbitration proceeding shall be held in a WI and OR venue, respectively. For WI and OR residents, the matters that are the subject of the arbitration shall be subject to governed by the substantive laws of WI and OR respectively.

STATE SPECIFIC REQUIRED DISCLOSURES AND TERMS AND CONDITIONS:

Not Insurance; Parties. THIS PLAN IS NOT INSURANCE. Coverage afforded under this Plan is not guaranteed by any state Property & Casualty Insurance Guaranty Association. There is no deductible under the Plan. Rights under the Plan, including the right to return, cancel or void the Plan, may not be sold or transferred and apply only to the original Purchaser. Your Sales Receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by and the Purchase price of this Plan, are incorporated into this Plan by reference. We do not use an independent administrator for administering the Plan, although the retailer from whom You Purchased it may provide You with certain Services as described in this service contract. **CA and OR RESIDENTS:** Valspar Industries LLC is the administrator and Valspar Corporation is the Obligor with respect to **CA**, located at 4999 36th Street SE, Grand Rapids, MI 49512. Valspar Corporation is the Obligor and the provider with respect to **OR. CT, FL, NM, OK, & WA RESIDENTS:** The Obligor and Plan provider is Engineered Polymer Solutions, Inc., a wholly owned subsidiary of The Valspar Corporation.

Service Requests & Emergency Repairs. Service requests are fulfilled only when a Guardsman approved service technician makes the repair. This Plan does not provide for 24 hour emergency repairs except in **AR, MO, OR, SC, UT, and WA**. In those states, if the covered item under the Plan requires a need for emergency repair to the covered item under the Plan and a repair cannot be performed by Guardsman during its normal business hours, Monday-Thursday, 8 a.m.-5 p.m., and Friday, 8 a.m.-4 p.m., Your local time, You may obtain Services for such emergency repair from Guardsman or any qualified service provider, and Guardsman will reimburse You up to the amount of Guardsman's negotiated service rate with its approved service technician for the reasonable and customary costs You incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Plan.

Right to Return and Return Period. If You Purchased the Plan in **AL, AR, CO, MA, ME, MN, MO, NJ, NM, NY, NV, SC, WA, or WY**, You may return the Plan to the retailer from whom You Purchased it for a full Refund of its Purchase price within 20 days after Our mailing date of the Plan to You if You received the Plan by mail or 10 days after delivery of the Plan to You at time of sale by the retailer from whom You Purchased the Plan if, except as provided below, You have not made a claim during the Return Period under the Plan. You may return the Plan to the retailer from whom You Purchased it for a full Refund of its Purchase price. You do not have the right to return the Plan after the expiration of the applicable return period, or have the right to return or cancel the Plan if You return the product covered or it is sold, lost, stolen, or destroyed, except as provided below. In **CA**: within 60 days after Your receipt of the Plan, but, if You have made a claim under the Plan during the 60 day Return Period, the Refund will be reduced by the claim amount. In **HI**: within 30 days after Our mailing date of the Plan to You if You receive the Plan by mail or 20 days after delivery of the Plan to You at time of sale by the retailer or seller from whom You Purchased the Plan. In **IL**: within 30 days after Your Purchase of the Plan, reduced by a return fee amount We will charge You which will be the lesser of 10% of the Purchaser price of the Plan or \$50.00. In **MD**: within 20 days after Our mailing date of the Plan to You if You receive the Plan by mail or delivery of the Plan to You at time of sale by the retailer or seller from whom You Purchased the Plan. In **TX**: within 30 days after Your Purchase of the Plan, but, if You have made a claim under the Plan during the 30 day Return Period, the Refund will be reduced by the claim amount. In **VT**: within 20 days after Your receipt of the Plan. In **WI**: within 15 calendar days after delivery of the Plan to You.

Return Refund Penalty. If You Purchased the Plan in **AL, AR, CO, HI, MA, MD, ME, MN, MO, NJ, SC, TX, VT or WY** and You are entitled to a return Refund, if We do not send Your Refund payment within 45 days after You return the Plan, We will also pay You a penalty of 10% of the Purchase price of the Plan for each month after that 45 day period until We send Your Refund payment. If You Purchased the Plan in **CA, NM, NV, NY, or WA** and You are entitled to a return Refund, if We do not send Your Refund payment within 30 days in **CA, NY and WA**; 45 days in **NV**; and 60 days in **NM** after You return the Plan, We will also pay You: In **CA**: interest of 10% per annum on the Refund amount due for each 30 day period (or fraction thereof) after that first 30 day period until We send Your Refund payment. In **NM**: a penalty of 10% of the Purchase price of the Plan for each 30 day period after that 60 day period until We send Your Refund payment. In **NV**: a penalty of 10% of the Purchase price of the Plan for each 30 day period after that 45 day period until We send Your Refund payment. In **NY and WA**: a penalty of 10% of the Purchase price of the Plan for each month after that 30 day period until We send Your Refund payment.

Right to Cancel After Return Period. You may cancel the Plan after the applicable Return Period in Your state (whether or not You have made a claim under the Plan during the Return Period) if You reside in **AL, AZ, CA, IL, OK, or TX**. You must provide written notice of cancellation to Guardsman, and Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the time remaining under its Term less: In **AL**: an administrative fee of \$25.00. In **AZ**: Guardsman's administrative expenses associated with the cancellation. In **CA**: less any claims paid or cost of repairs previously made under the Plan and a cancellation fee equal to the lesser of 10% of the Plan's Purchase price or \$25.00. If We do not send Your Refund payment within 30 days after You cancel the Plan, We will also pay You interest of 10% per annum on the Refund amount due for each 30 day period (or

fraction thereof) after that first 30 day period until We send Your Refund payment. In **IL**: any claims paid or cost of repairs previously made under the Plan and less a cancellation fee equal to the lesser of 10% of the Plan's Purchase price or \$50.00. In **OK**: any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding \$50.00. In **TX**: any claims previously paid under the Plan and less a cancellation fee not exceeding \$50.00. If We do not send Your Refund payment within 45 days after You cancel the Plan, We will also pay You interest of 10% per annum on the Refund amount due for each month after that 45 day period until We send Your Refund payment. You may cancel the Plan after the applicable Return Period in Your state (whether or not You have made a claim under the Plan during the Return Period) if You reside in **GA, ME, or NV** as follows: In **GA**: You must demand cancellation of the Plan and surrender it to Guardsman, and Guardsman will Refund You the excess of the Plan's Purchase price above the customary short rate for the expired number of days of the Plan. You are entitled to make a direct claim against the insurer that insures Guardsman's obligations under the Plan upon Guardsman's failure to pay any claim or Refund amount owed to You within 60 days after proof of loss or notice of cancellation has been filed with Guardsman. In **ME**: You must provide written notice of cancellation to Guardsman 15 days prior to the date of cancellation of the Plan, containing the date of cancellation and reason for cancellation, and Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the number of days remaining under its Term less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding 10% of the Plan's Purchase price. In **NV**: Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the time remaining under its Term and a cancellation fee equal to the lesser of 10% of the Protection Plan's Purchase price or \$25.00. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund paid pursuant to this Plan. You do not have the right to recover any consequential damages related to this Protection Plan against Guardsman or any of its affiliates.

Full Faith & Credit; Reimbursement Insurance. GUARDSMAN'S OBLIGATIONS UNDER THIS PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND (EXCEPT IN CERTAIN STATES AS SPECIFIED BELOW) ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. CA, CT, GA, ME, NJ, UT, WA, WI & WY RESIDENTS: Obligations of the Provider under the Plan are insured and guaranteed by a reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Av., Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent, is otherwise unable to, or fails to pay or provide service for any claim within 60 days of Your filing proof of loss with Guardsman, You may make a claim under the reimbursement policy directly to Old Republic by calling 866-427-3767, except in **WA**, where You have a right to make a direct claim to Old Republic for a covered claim.

Unresolved Disputes. CT, NH, TX, & SC RESIDENTS: If You have an unresolved complaint or dispute under the Plan, or questions concerning Guardsman or its regulation as a service contract provider, You may contact or file a complaint with Your state insurance regulatory authority. **CT:** Consumer Affairs Division of the Connecticut Insurance Dept. State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. **NH:** New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 603-271-2261. **TX:** Texas Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711 or call 800-578-4677. **SC:** South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or call 803-737-6227.

FL RESIDENTS: The Plan does not provide coverage for accidental damage from handling or operational or structural failure.

NM RESIDENTS: Final contract price to be determined prior to presentation to consumer for signature.

WI RESIDENTS: Wisconsin residents are not required to report damage within 30 days as stated under the "How to File a Claim" Section, on page 1; however notice of loss should be made as soon as reasonably possible and within 1 year from the date of loss.

WA and WI RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Governing Law.

For **NV** residents, this Plan, including the Arbitration section, shall be governed by the laws of Nevada.

UT RESIDENTS: Your failure to give any notice or file any proof of loss to Guardsman required by the Plan within the timeframe specified in sections 2.2., 2.3., 5.1.1., and 5.1.2., of the Plan does not invalidate a covered claim, if You show that it was not reasonably possible to give notice of or file proof of loss within the prescribed timeframe and that notice was given or proof of loss was filed with Guardsman as soon as reasonably possible.

The Arbitration Provision above is replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU AND GUARDSMAN MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION RULES FOR NON-ADMINISTERED ARBITRATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM GUARDSMAN. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND GUARDSMAN. 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. Arbitrations are governed by Utah substantive laws, rather than Michigan laws.

Engineered Polymer Solutions, Inc. is the service contract provider under the plan, rather than The Valspar Corporation.

Emergency services are available per the **Service Requests & Emergency Repairs** section above.

The Provider's obligations under the plan are insured and guaranteed by a reimbursement insurance policy per the **Full Faith & Credit; Reimbursement Insurance** section above. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901.