

**ADJUSTABLE BASE FOUNDATION PROTECTION PLAN
GENERAL TERMS AND CONDITIONS**

DEFINITIONS: "Plan" refers to the Furniture Protection Plan. "Retailer" means the authorized entity selling You the Plan. "Furniture" means the qualifying adjustable base foundation described below, delivered concurrently with Your purchase of the Plan, and covered under this Plan. Please retain a copy of your receipt and this Plan as they may be required to obtain service. The "Obligor", "We", "Our", "CWS" or "Us", mean CNA Warranty Services of Florida, Inc. (Florida only) or CNA Warranty Services, Inc. (all other states), whom can be contacted at 333 S Wabash Ave, Chicago, IL 60614, 1-866-298-3372. "Administrator" or "GBS" means GBS Warranty Services, LLC, whose address is 1000 E. Hillsboro Blvd, Suite #102, Deerfield Beach, FL 33441 and 3372 and who is authorized to process claim payments or cancellation refunds on Our behalf. "You" or "Your" means the person or persons named on the sales receipt for the Plan or the Welcome Letter attached to the Plan.

PLAN TERM: The coverage period for this Plan is ten (10) years, with the beginning date commencing on the date of Furniture delivery. Please retain a copy of this Plan and the original receipt for the furniture as it is needed to obtain service.

QUALIFYING FURNITURE: Adjustable base foundation. This Plan is available for a single, new Furniture item only (excluding floor or display models) that is sold through a Retailer and used for normal residential purposes. Furniture covered by this Plan must first be received by You from the Retailer free of any damage.

PLAN COVERAGE: The manufacturer of the Furniture may supply a warranty that provides one year or more of coverage for defects in materials and workmanship to bed bases, electrical parts (electronics, electrical components, massage motors, and lift motors) and mechanical parts (other than electrical parts). Such warranty may cover the cost of parts and labor to correct the defect to your adjustable base foundation. Commencing after the expiration of any manufacturer's warranty, this Plan will provide for the repair or replacement of the Furniture's base motor, mechanisms, electrical components, and controllers if damaged due to a defect in materials or workmanship arising out of normal residential use. This Plan also provides coverage for damages resulting from a power surge starting on the effective date of this Plan. To the extent that damages are covered or should be covered under the manufacturer's warranty, they will not be covered by this Plan. Damage to Furniture must be reported within thirty (30) days of discovery to the Administrator in order to be covered.

HOW THIS PROTECTION PLAN WORKS: If the new Furniture covered by this Plan becomes damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using procedures provided by Us, GBS or the Retailer, the affected area or damaged part will be repaired or replaced. You may be required to ship the damaged part to a designated facility at your cost. We will pay for any shipping or transportation cost to send the repaired or new part back to you. At our sole discretion, if We cannot repair the damage or replace a damaged part, the complete piece of Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to any Furniture received as a replacement under this Plan. This Plan will not pay any shipping or transportation costs associated with this replacement. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility.

TO OBTAIN SERVICE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting the Administrator's customer service department at **1-888-585-9488** or online at www.gbsent.com. You must have Your: (1) original receipt showing Your purchase of the covered Furniture and this Plan; (2) the original copy of this Plan or the unique Registration Number printed on this Plan; (3) the original delivery date of the covered Furniture; and (4) the discovery date of the damage. You shall reasonably cooperate with the Administrator in its efforts to perform Our obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

THE SERVICE PROCESS: Upon receiving a claim covered by this Plan, the Administrator or Retailer will provide repair advice to aid in the repair of the damage. If the damage persists, at the Administrator's discretion, You may receive a no charge in-home visit by a professional technician. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not otherwise responsible for, and will take no action to correct dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Plan will be limited to repair service only or terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record.

IMPORTANT EXCLUSIONS: We will not cover the following:

- Any equipment located outside the United States of America
- Equipment sold without a manufacturer's warranty
- Maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal residential use and operation of the Furniture in accordance with the manufacturer's specifications and owner's manual, including but not limited to: theft, exposure to weather conditions, operator negligence, misuse, abuse, improper electrical/power supply, etc.
- Damage from exceeding weight limit restrictions and guidelines for proper distribution of weight as set forth in the user's manual
- Unauthorized repairs, improper installation or attachments
- Cosmetic damage to case or cabinetry or other non-operating parts or components
- Lack of manufacturer specified maintenance, improper or unauthorized equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other peril originating from outside the Furniture
- Any and all pre-existing conditions that occur prior to the effective date of this contract
- Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements
- Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used
- Failures to Furniture caused by any installation that prevents normal service
- Failure to use reasonable means to protect your Furniture from further damage after a failure occurs
- Mattresses, frames, cabling, electrical cords [wireless remote controls] or items supplied by the Retailer, as well as consumables such as batteries
- Furniture with removed or altered serial numbers
- Repairs recommended by a repair facility not necessitated by mechanical or electrical breakdown
- Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer
- Damage or equipment failure which is covered or should be covered by manufacturer's or Retailer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer or Retailer is doing business as an ongoing enterprise)
- Cleaning or preventive maintenance
- Damages covered by insurance or another service contract

- Consequential damages or delay in rendering service under this contract or loss of use during the period that the Furniture is at the repair center or otherwise awaiting parts
- Consumer educational purposes or unsatisfactory power connections
- Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer
- Custom installations. Furniture installed in cabinetry and other types of built-in applications are eligible for service as long as you make the Furniture accessible to the service technician. We are not responsible for dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced Furniture into a custom installation.
- Charges related to “no problem found” diagnosis. Non failure problems, including but not limited to, items not covered, noises, squeaks, etc. Intermittent issues are not Furniture failures.

LIMIT of LIABILITY: Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of (1) the cost of authorized repairs or (2) replacement of the Furniture with a furniture item of equal or similar features and functionality. In no event will Our total liability for repairs or replacement exceed the lesser of (1) the original purchase price of the Furniture excluding tax and delivery costs paid during the purchase of the Furniture (or) (2) \$10,000.

PROTECTION PLAN PROVISIONS: This Plan is not renewable or transferable and does not supersede any applicable manufacturer’s warranty. You are the only person eligible for coverage under this Plan. If You do not cooperate with the reasonable requests of Our representative or the Administrator, this Plan becomes void and You will be entitled to receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise any rights under this Plan does not waive those rights.

CANCELLATION: This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the Administrator toll-free at **1-888-585-9488**. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within 45 days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. **If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record.**

ARBITRATION: If We cannot resolve any disputes with You related to the Plan, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Plan.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

Insurance Securing this Plan: This is not an insurance policy. This Plan is secured by a contractual liability policy provided by Continental Casualty Company, 333 S Wabash Ave, Chicago, IL 60614, 1-800-831-4262. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.

STATE SPECIFIC REQUIREMENTS:

The following state variations shall control if inconsistent with any other terms and conditions of this Plan:

Texas Residents: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. A ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation.

Texas License Number of the Administrator: 228