



Premium Mattress – No Pad 10-Year Protection Plan Agreement

Agreement Number: MUPMMNPDR

This form describes the protection You will have in return for the payment made by You. This Agreement applies to: (i) one (1) Covered Mattress, and (ii) one (1) Covered Box Spring/Foundation, both purchased concurrently and collectively described as the “Covered Products” with a total retail cost of \$20,000 or less before sales tax and delivery charges.

1. DEFINITIONS:

- A)** “Obligor”, “We”, “Us” and “Our” mean the company obligated under this Agreement is, National Product Care Company in all states except Arizona, Florida (license # 80173) and Oklahoma (license # 44198049), where it is SERVICE SAVER, INCORPORATED, Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., and Washington, where it is ServicePlan, Inc., all located at 175 W. Jackson, Chicago, IL, 60604.
- B)** “You” and “Your” mean the purchaser of the Covered Product(s). If the Covered Product(s) is subject to an RTO Transaction, you will be referred to as Lessee of the Covered Product(s).
- C)** “Administrator” means Montage, Inc., 4035 Park East Court SE, Suite 300, Grand Rapids, MI 49546, 1-888-750-6352. Texas License # 128.
- D)** “Selling Retailer” means the entity selling the Covered Product and this Agreement.
- E)** “Covered Mattress” means the mattress purchased at the same time as this Agreement.
- F)** “Covered Box Spring / Foundation” means the box spring or foundation used with the Covered Mattress and purchased at the same time as this Agreement.
- G)** “Covered Product(s)” means the consumer item(s) to which all the following apply:
1. Purchased new and at the same time as this Agreement.
 2. Had a combined total retail purchase price of \$20,000 or less before sales tax and delivery charges.
 3. Purchased for, and used exclusively in, a normal, indoor, domestic, household setting.
 4. Appear on a single sales receipt from the Selling Retailer that lists the Selling Retailer, the purchase date the Lessor (if the purchase is for an RTO Transaction), and each consumer item to be included as a Covered Product(s).
- H)** “Agreement” means the coverage terms, conditions, limitations and exclusions set forth herein, together with the sales receipt provided to You by the Selling Retailer.
- I)** “Purchase Price” means the amount charged by the Selling Retailer for the Covered Product(s), excluding tax, fees, interest and delivery costs.
- J)** “Agreement Price” means the amount You paid for this Agreement, excluding taxes.
- K)** “Effective Date” means the delivery date of the first Covered Product.
- L)** “Rent-to-Own Transaction” (“RTO Transaction”) means a transaction where You have entered into an agreement for the use of Covered Property, and that permits You to become the owner of the Covered Property at the completion of the RTO Transaction. No purchase will be treated as an RTO Transaction unless the Lessor is indicated on Your sales receipt.
- M)** “Lessor” means the party extending an RTO Transaction. Any Cash Settlement or refund payable while the RTO Transaction is in force will be payable to the Lessor.
- N)** “Lessee” means the party obligated to the Lessor under an RTO Transaction. Unless otherwise authorized by the Lessor, a Lessee is not entitled to the Cash Settlement or refund otherwise payable while an RTO Transaction is in force.

2. REPAIR PLAN:

A) Coverage: In return for payment of the Agreement Price made by You, We will provide the following coverage: Through the Administrator, We will repair or replace the Covered Product(s), at Our discretion, when required due to: Mechanical and structural breakdowns as a result of:

- Breakage causing a structural breakdown to the Covered Products.

A specific, single incident, which occurs after delivery that results in accidental damage, including:

- All stain types.
- Punctures, rips and burns.

If a covered structural breakdown, and/or covered stain condition cannot be cleaned or repaired, We will order, if possible, from the Selling Retailer, replacement part(s) or complete product(s), as necessary, to fulfill the coverage provided under this Agreement. Such part(s) or complete product(s) will be new and of the same make and model as Your Covered Product unless the Selling Retailer is unable to supply such products. In this case, You will select and, if approved by Us, We will order, from the Selling Retailer, new replacement part(s) or complete product(s) with features similar to those of Your Covered Product, up to, but not to exceed, the Purchase Price. In the event some, but not all, of Your Covered Product is replaced, coverage will continue for the remaining term of this Agreement for any part(s) or complete product(s) that have not been replaced. However, there will be no further coverage for any part(s) or complete product(s) that are replaced hereunder and the part(s) or complete product(s) which We provide to replace any Covered Product will not be covered under this Agreement, nor will they be eligible for coverage under a new Agreement. In the event the Selling Retailer where You purchased Your Covered Product is unwilling or unable for any reason, to supply (i) part(s) or complete product(s) of the same make and model as Your Covered Product, or (ii) replacement part(s) or complete product(s) with features similar to those of Your Covered Product that are satisfactory to You (not to exceed the Purchase Price), We will refund the original Purchase Price of this Agreement, less Our cost of all previous claims paid under this Agreement, in complete fulfillment of Our obligation to You hereunder. If this Agreement is subject to an RTO Transaction, refunds will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product. If You select replacement

product(s) of lower cost than the Covered Product, no credit will be issued or compensation provided for the difference. If You select replacement product(s) of higher cost than the Covered Product You will be required to pay the difference directly to the Selling Retailer or other entity providing the replacement product(s).

B) Term: The term of this Agreement begins on the Effective Date and continues for the ten (10) year period following the delivery date. Any coverage in this Agreement which replicates coverage provided by a manufacturer's warranty will only take effect upon the expiration of such warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product(s) is effective upon the date of delivery of the Covered Product(s).

C) Limit of Liability: The total liability for technician services, cleaning product, replacement part(s) and product(s) and cash settlements under this Agreement is limited to the Purchase Price of the Covered Product(s), not to exceed \$20,000.

D) What to do if a covered problem occurs:

Contact the Administrator within thirty (30) days of noticing the problem by:

Online – www.getmulberry.com

Email – mattress.support@getmulberry.com

Phone – 1-888-750-6352.

E) Service Deliverables: There is no deductible required to obtain service for Your Covered Product. Service will be performed in Your home; however, at Our discretion, We may elect to remove the Covered Product to perform service and We will return the Covered Product upon completion of service. If We are unable to remove the stain professionally, We will replace Your affected Covered Product(s).

3. WHAT IS NOT COVERED:

A) GENERAL: 1) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2. A) "COVERAGE"; 2) CLAIMS WHICH ARE NOT INITIATED PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT AND/OR NOT REPORTED WITHIN THE REPORTING PERIOD DEFINED IN SECTION 2. D) "WHAT TO DO IF A COVERED PROBLEM OCCURS"; 3) CONSUMABLES, SUCH AS BUT NOT LIMITED TO, LIGHT BULBS AND BATTERIES;

B) MANUFACTURER LIABILITY: 1) PRODUCT REPAIRS THAT ARE COVERED BY A MANUFACTURER WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS;

C) INELIGIBLE FURNITURE AND COMPONENTS: 1) ANY ITEM PURCHASED OR USED IN CONJUNCTION WITH THE COVERED PRODUCT, SUCH AS BUT NOT LIMITED TO, DECORATIVE ACCESSORIES OR PILLOWS, ETC.; 2) ANY PRODUCT SOLD USED OR DAMAGED; 3) ANY AND ALL ISSUES THAT OCCUR PRIOR TO OR DURING DELIVERY; 4) NON-COLORFAST FABRICS; 5) ANY DAMAGE CAUSED DURING THE ASSEMBLY OR DISASSEMBLY OF READY TO ASSEMBLE (RTA) PRODUCTS; 6) WATERBEDS OF ANY TYPE; 7) AIR MATTRESSES OF ANY TYPE;

D) NON-HOUSEHOLD ENVIRONMENTS: 1) ANY STAIN OR DAMAGE OCCURRING WHILE THE COVERED PRODUCT(S) IS BEING MOVED OR STORED ANYWHERE OUTSIDE THE LIVING AREA OF YOUR RESIDENCE; 2) ANY COVERED PRODUCT(S) USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO IN-HOME OR OTHER DAY CARE FACILITIES, OR IN ANY SETTING OTHER THAN A PRIVATE DOMESTIC RESIDENCE;

E) CONSUMER RESPONSIBILITY: 1) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS FOR CARE AND USE; 2) ANY SERVICE, REPAIRS, REPLACEMENT PARTS OR DISPOSAL OF SOME OR ALL OF ANY COVERED PRODUCT(S) WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR; 3) STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM THE USE OF CLEANING METHODS OR PRODUCTS NOT APPROVED BY THE MANUFACTURER OR ADMINISTRATOR; 4) ACCUMULATED STAINS OR DAMAGE RESULTING FROM EVERYDAY USE, LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL MISUSE, ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; 5) REPETITIVE STAINS OR DAMAGE FROM THE SAME CAUSE, INCLUDING BUT NOT LIMITED TO MEDICAL INCONTINENCE OR PET STAINS, EVEN IF A SINGLE OCCURRENCE WOULD BE COVERED BY THIS PLAN;

F) MISCELLANEOUS: 1) SEAM SEPARATION AS A RESULT OF FAILURE OF STITCHING, GLUING, STAPLING OR OTHER METHOD OF JOINING FABRIC EDGES WITHIN ONE-HALF INCH OF A SEAM LINE; 2) COLOR LOSS; 3) STRESS TEARS; 4) DAMAGE FROM TIME- OR WEAR-RELATED ISSUES, SUCH AS BUT NOT LIMITED TO, NORMAL WEAR AND TEAR, LOSS OF COLOR, LOSS OF FOAM RESILIENCY (SOFTENING AND FLATTENING OF FOAM AND/OR OTHER FIBERS AS A RESULT OF USE IS CONSIDERED NORMAL WEAR AND TEAR), PILLING OR FRAYING OF FABRIC; 5) VARIATION IN APPEARANCE BETWEEN THE COVERED PRODUCT(S) AND REPLACEMENT PARTS OR PIECE(S) PROVIDED BY US, FROM CAUSES SUCH AS BUT NOT LIMITED TO ENVIRONMENTAL CONDITIONS, DYE LOT VARIATIONS AND FADING OR CHANGES IN COLOR/TEXTURE THAT OCCUR OVER TIME THROUGH NORMAL USE AND/OR AGING; 6) SERVICE WHERE NO PROBLEM CAN BE FOUND; 7) NOISES; 8) CHANGES IN FUNCTIONALITY OR CONSUMER PREFERENCE; 9) ANY STAIN OR DAMAGE CAUSED BY WATER LEAKS OR FLOODS REGARDLESS OF SOURCE; 10) MOLD, MILDEW AND ODORS OF ANY KIND FROM ANY SOURCE; 11) RUST OR CORROSION; 12) STAINS OR DAMAGE CAUSED BY ANY INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER, CLEANING SERVICE, HOME HEALTH CARE PROVIDER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; 13) SHRINKAGE FROM CLEANING; 14) DYE TRANSFER OR DYE BLEED;

G) LOSSES NOT COVERED: 1) PERSONAL INJURY; 2) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES (INCLUDING BUT NOT LIMITED TO COMPENSATION FOR TIME, LOST WAGES, TRAVEL, ETC.) AND/OR LOSS OF USE DURING THE SERVICE PERIOD; 3) EXTERNAL CAUSES, INCLUDING FIRE, THEFT, INSECTS, RODENTS AND OTHER VERMIN AND INFESTATION OF ANY KIND, ACTS OF NATURE INCLUDING BUT NOT LIMITED TO, WIND AND RAIN, ILLEGAL ACTS, WAR OR TERRORISM OR CONSEQUENTIAL LOSS OF ANY NATURE.

4. CONDITIONS:

A) Renewal: This Agreement is not renewable.

B) Transferability: This Agreement is not transferable.

C) RTO Transactions: Where the Covered Product was initially acquired under an RTO Transaction, any cash settlement or refund will be payable to the owner of the product at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any cash settlement or refund paid to the Lessor will be applied to reduce Your obligations under the RTO Transaction. Any amount in excess of the balance due to purchase the item under the RTO Transaction will be payable to the Lessee by the Lessor. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any RTO Transaction except as provided by law. Any reference

to purchased, sold, or similar terms shall include "leased" and its derivatives. Any reference to purchaser shall mean the Lessee under the RTO Transaction and not the Lessor. This Section will not apply unless the Lessor is indicated on the sales receipt provided at claim time.

D) Territorial Limitations: This Agreement does not cover failures that occur outside of the fifty (50) states of the United States of America, and/or the District of Columbia.

E) Subrogation: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. Where a Lessee under an RTO Transaction has not yet acquired ownership of the Product, this Section will apply to the Lessor.

F) Dispute Resolution: Arbitration: This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the cost of, lack of or actual repair or replacement arising from a claim). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the loss giving rise to the claim occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Service Contract is unenforceable, the portion of this Service Contract that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Service Contract that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Service Contract shall be unenforceable in its entirety.

G) Cancellation: You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund of the Agreement Price upon cancellation. To cancel within ten (10) days or less of the Effective Date, contact the Selling Retailer of Your Agreement for a full refund of the Agreement Price. To cancel eleven (11) to thirty (30) days after the Effective Date, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund of the Agreement Price. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement Price (whichever is less), less the cost of claims paid. The refund due while an RTO Transaction is in force will be paid to the Lessor. In the case of termination of an RTO Transaction, this Agreement will be cancelled and the applicable refund will be paid to the Lessor. The Lessor will then be responsible for paying any amounts due to the Lessee or You. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of Agreement Price by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return Agreement Price is based upon one-hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due.

H) Entire Agreement: This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800)209-6206.

5. STATE VARIATIONS: The following state variations will control if inconsistent with any other provisions. State variation determined by consumer's state of residence.