

***If you don't use it, you don't lose it.**

Special Courtesy Bonus

If you don't file a claim during the Plan Term, you'll receive a courtesy store Bonus/credit for the plan purchase amount after the Plan Term has expired, good towards your next furniture purchase. *Note: The store bonus/credit can be applied up to a maximum of 50% of the total price of the new furniture purchase.**

Thank You for purchasing an Outdoor **TOTALCARE** Plan from Cardi's Furniture!

MAXIMUM PROTECTION PLAN COVERAGE FOR NEW OUTDOOR RESIDENTIAL FURNITURE, INCLUDING WOOD, GLASS, METAL, SYNTHETIC WICKER, SYNTHETIC RATTAN, UMBRELLAS, TABLE TOPS, UPHOLSTERY, SEATING STRAPS AND SLINGS

MECHANICAL AND STRUCTURAL BREAKDOWNS AS A RESULT OF:

- Breakage of frames and mechanisms necessary for the proper functioning of the product and includes table tops and umbrellas

UNINTENTIONAL AND ACCIDENTAL DAMAGE FROM HANDLING, INCLUDING:

- ALL ACCIDENTAL STAINS (excluding accumulation defined as a gradual buildup of dirt, dust, body oils and perspiration that cannot be attributed to a single occurrence)
- Accidental rips, tears, burns
- Accidental surface damages that penetrate the finish
- Beverage and water rings
- Breakage of glass

YOUR PROTECTION PLAN DOES NOT COVER:

- Improper cleaning methods or improper cleaning materials
- Wear and tear to fabrics, such as accumulation
- Pet damage from teeth, beaks, or claws
- Intentional misuse or abuse
- Odors
- Mold, Mildew
- Rust
- Damage caused by transit, delivery, redelivery, product(s) being moved between residences
- REFER TO YOUR PROTECTION PLAN DOCUMENT

Service Process:

- If the problem requires service by a professional technician, TOTALCARE Service Center will initiate an in-home technician visit to repair the covered problem.
- If the technician cannot successfully clean the stain or resolve the problem with parts or repair, the Pure Protection Plan will replace the affected item ONE TIME at its original value. We will NOT replace matching pieces of product(s) that is/are not damaged or otherwise not eligible for coverage under this Plan. In the event that the affected item is a cushion or umbrella and cannot be repaired or replaced, the Plan will allow for reselection value of all cushions and umbrella(s) excluding the furniture.
- The policy on the replaced piece expires upon replacement of the item (this does not include matching pieces of a covered product(s) set that were not damaged). Old item needs to be returned when NEW replacement product is delivered.
- We can not guarantee dye lots or that exact product will be available for replacement. If originally purchased item is not available, in store credit will be issued towards replacement.
- Customer is responsible for delivery charges on replacement products.

Three (3) Year **TOTALCARE** Outdoor Furniture Protection Plan

Proper care and maintenance of your new outdoor furniture is important. Visit cardis.com/tips for information on how to help protect your investment and keep your furniture looking newer, longer.

Important Notes:

- The **TOTALCARE** Plan document covers the incidents listed to the left on your furniture purchase you made today, up to \$15,000 retail value
- This protection plan provides coverage from date of delivery of your furniture
- This plan will not improve the quality of your furniture

I have read and understood this document and the attached Terms and Conditions provided by Cardi's Furniture.

Customer Signature

Sales Order #:

Your protection plan is already registered.
The sales receipt number is your registration number.
Please retain sales receipt.

To file a claim:

1. Visit www.cardis.com/customerservice
2. Email totalcare@cardis.com
3. Call 1-844-4-NIROPE (1-844-464-7673)

Claims filed after 15 days
of noticing damages
will not be honored

*This courtesy credit may not be combined with any other promotion or discount. This store bonus/credit is not a part of your Protection Plan Agreement. This promotional piece does not represent an agreement for coverage. Exclusions and limitations may apply. Please refer to your protection plan document for specific coverage details.

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STORE COPY

(REV 9/21)

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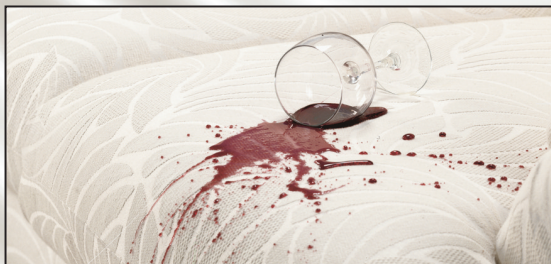
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(REV 9/21)

Covered



All Accidental Stains (Spot Removal)



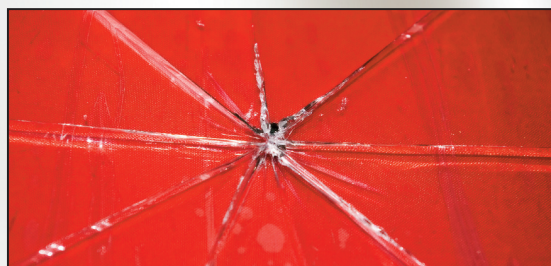
Structual Welds or Joints



Rip, Tear



Umbrella



Breakage of Glass

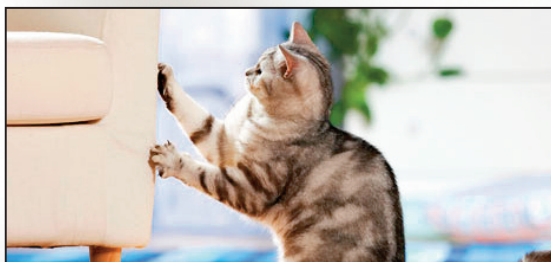
Not Covered



Accumulation/Abuse



Rattan Binding



Pets Teeth, Beaks or Claws



Sun Fading



Mold, Mildew

TOTALCARE 3 Year Protection for Outdoor Furniture Terms & Conditions

1. **DEFINITIONS:** Throughout this Service Contract ("Plan") the words (1) "you" and "your" refer to the purchaser of this Plan as shown on the invoice and/or cash register receipt are part of this Plan; (2) "we", "us", "our" refer to the company obligated under this Plan as referenced in the Provider section of this Plan; (3) "product" refers to the outdoor residential furniture including umbrellas, table tops, upholstery, seating straps and slings that you purchased concurrently with and is covered by this Plan; (4) "retailer" indicates the store or outlet where you purchased the product(s) and this Plan.
 2. **AGREEMENT:** In return for your purchase of this Plan, we agree to provide the benefits stated herein during the term as described below. **THIS PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN AND ARE THE RESPONSIBILITY OF THE MANUFACTURER.**
 3. **OUTDOOR FURNITURE COVERED BY THIS PLAN:** Outdoor residential furniture including umbrellas, table tops, upholstery, seating straps and slings that you purchased concurrently with and is covered by this Plan. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of this Plan.
 4. **COVERAGE:** Three (3) years from the date you take delivery of your new outdoor furniture; this Plan provides you coverage for stains and/or damage on Outdoor residential furniture including umbrellas, table tops, upholstery, seating straps and slings resulting from:
 - a) **STAINING:** All accidental stains (excluding accumulation defined as a gradual buildup of soiling, dirt, dust, body oils and perspiration that cannot be attributed to a single occurrence);
 - b) **SURFACE DAMAGES:** Accidental rips, tears, burns, accidental surface damages that penetrate the finish;
 - c) **STRUCTURAL:** Breakage of frames and mechanisms necessary for the proper functioning of the product and includes table tops and umbrellas.We will make every attempt to repair your product(s). At our option, if we are unable to repair your product, or where the cost for repair may exceed the current retail replacement value of your covered product, or replacement is required and parts, matching fabric or matching leathers needed for repair should become unavailable for your covered product, we may elect to pay you a cash settlement. The amount of the cash settlement shall not exceed the lesser of: (a) the current retail cost of a replacement product of like kind and quality, or (b) the retail purchase price you paid for the original covered product. If a replacement selection is higher in value than the original it is your responsibility to pay for the difference in value. If a replacement selection is of lesser value there will be no credit given for the difference in value. Customer is responsible for delivery charges on replacement product.
- Payment of a cash settlement will fulfill this Plan in its entirety and will cancel and discharge all further obligations under this Plan, where allowed by law. However, if a cash settlement is provided for a single item of the product(s) that is a part of a matching set, coverage will still be in effect for the other matching pieces for the remainder of the coverage period. The amount of the cash settlement is determined by us, which is based on the current replacement cost of the covered product and the age of the covered product. In the event that the damaged item is a cushion or umbrella offered separately and cannot be repaired or replaced, the Plan will allow for reselection value of all cushions and umbrella(s) excluding the furniture.
- You must report your claim within fifteen (15) days from the date you discovered the damage. Claims submitted after the expiration date of your Plan will not be accepted. If we replace your covered product, the original product will become our property. Product(s) that are replaced under this Plan are no longer covered by this Plan (this does not include matching pieces of a covered product(s) set that were not damaged). You may purchase another Plan for such replaced product(s) to cover those product(s) if the replaced product(s) is/are not a part of a matching set.
5. **YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN:** Proof of Purchase: Each time that you request service as provided by this Plan, you must make available for inspection by the Provider a copy of this Plan, along with the original dated invoice and/or cash register receipt that clearly indicates your purchase of this Plan, and the product to be covered by this Plan. These documents will confirm your eligibility to receive service under this Plan. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of the Plan. This Plan is not a maintenance or cleaning contract. In order to receive coverage under this Plan, you must have maintained your product as recommended by the manufacturer or using our approved recommended product(s). Any variation from the manufacturer's or our recommended maintenance plan may cause your claim to be denied.
 6. **IF YOU NEED SERVICE:** Contact Customer Service via cardis.com online, 24 hours a day within fifteen (15) days from the date you discovered the damage. Claims submitted after the expiration date or outside of the reporting time period of your Plan will not be accepted. In-home service will be provided on your product. Repairs will be performed at your residence. Some products may need to be removed from your home to be serviced. An adult (of legal age) must be present at your home when the on-site service is performed.
 7. **DELAYS:** We will exercise reasonable efforts in providing service under this Plan, but neither we nor the retailer shall be liable for any damage arising out of delays; and in no event shall we or the retailer be liable for consequential damage. In the event your repair requires more than thirty (30) days to complete, the expiration date of your Plan will be extended by the total number of days, in excess of thirty (30) days, that were required to complete the repair.
 8. **PARTS:** Materials furnished as replacements for parts will be drawn from the original manufacturer, the retailer or the service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warrant while still in effect and then by our Plan during the remainder of the term of coverage.
 9. **MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the manufacturer is responsible for product(s) and service covered under its warranty. If you should call for service on a product covered under the manufacturer's warranty, we will refer your call to the manufacturer.
 10. **WHAT IS NOT COVERED:** Anything not specifically listed in the "COVERAGE" section of this Service Plan is excluded. Service or replacement is limited to the damaged product(s) only. The total value of such replacement is limited to \$15,000.
This Plan coverage does not cover:
 - damage caused by improper cleaning methods or improper cleaning materials;
 - damage caused by the application of topical treatments that damages the product(s);
 - damage resulting from cleaning methods or products other than those recommended by us and/or the product manufacturer;
 - secondary and/or collateral damage;
 - damage caused by failure to comply with the manufacturer's warranty;
 - any costs or damage from repair and/or cleaning by anyone without written authorization from us;
 - damage caused by service, maintenance personnel or contractors;
 - damage caused by transit, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
 - damage to product by incontinence, mold or mildew; fading, color loss, discoloration;
 - any manufacturer recall;
 - windings, wrappings or bindings on rattan, bamboo, wicker furniture, nor coverage on rattan, bamboo, wicker or other indoor furniture used outdoors;
 - firepit, firepit sets
 - plastic ready to assemble product(s);
 - inherent design defects including, but not limited to, natural inconsistencies in wood grains, wood stains, dust corrosion, "X" coded fabrics, non-colorfast fabric, delamination of microfiber;
 - accumulation of dirt and debris and/or damages due to the failure to care for or the improper care of your product;
 - wear and tear to fabrics, cushions and leathers, such as accumulated soiling from everyday use including body oil, hair oil, lotion, oils, perspiration, darkened bodily contact areas;
 - leather scratches, cracking and/or peeling of leather, splitting of bicast, bycast or bonded leather;
 - suede or nubuck;
 - natural flaws, manufacturer's defects of leather or upholstery, odors, pet or animal damage from teeth, beaks, or claws;
 - products sold that are stained and/or damaged at the time of purchase;
 - products used for commercial or institutional purposes, home day care, rental purposes or products sold "as-is" "pre-owned", rental or non-residential outdoor furniture;
 - service, maintenance, repair, or replacement necessitated by any loss of use or stain or damage resulting from any cause other than normal usage, such as, but not limited to, loss of use or stains or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or stain or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, corrosion, appliance malfunction, insect infestation, damage or stains caused by terrorism; fire, flood, hurricanes, tornados, hail, earthquake, smoke, or other heat source, exposure to the cold, theft, negligence, riot, or any other peril;
 - Acts of God, special, indirect, incidental, or consequential damages whether in contract, tort, or negligence; preventive maintenance;
 - claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer; initial installation, assembly or hookup of your product(s);
 - removal and reinstallation, except as determined by us; any circumstances for any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the product(s);
 - crushing, scratches of any type other than those expressly stated in the coverage section, unreasonably excessive loads leading to breakage of structural components;
 - products no longer in your possession.
 11. **WHAT YOU MUST DO:** You must perform maintenance, minor adjustments and periodic inspections as explained in the product manufacturer's owner's manual. Should your covered product become damaged, you must submit a claim for coverage within fifteen (15) days from the date you discovered the damage. You are to take the necessary steps to protect your product against any further stain or damage. Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product(s) is your responsibility.
 12. **RENEWALS:** This Plan is not renewable.
 13. **TRANSFER:** This Plan is not transferable.
 14. **IMPORTANT INFORMATION:** If you do not cooperate with the reasonable requests of Plan Provider, there will be no coverage under this Plan. A failure to exercise rights by us does not waive those rights. We do not assume responsibility for statements or damage by technicians, or any other person or entity not authorized by the Plan Provider. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect. Any controversy or claim for damages arising out of, or relating to this Plan, shall be settled by arbitration but specifically excludes class action arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
 15. **OUR OBLIGATIONS:** CARDI'S MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS IN THIS LIMITED WARRANTY ARE DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. It is agreed that in the event of a breach of any warranty and if permitted by applicable law, the liability of Cardis shall be limited to the repayment to the buyer of the purchase price paid upon the return of the nonconfirming goods, and Cardis shall not be liable for any other damages, whether direct or consequential.
 16. **CANCELLATION:** You may cancel this Plan at any time for any reason by mailing a written request for cancellation and the original copy of this Plan to the Provider at, Cardis Furniture, 1 Furniture Way, Swansea, MA 02777, Attn: TotalCare. If you cancel this Plan within the first 30 days after receipt of this Plan and have not made a claim, you will receive a full credit. If you cancel after the first 30 days from receipt of this Plan or at any time after we have paid a claim, You will receive a pro rated credit based on the time remaining on Your Plan, less an administrative fee, not to exceed 10% of the price of the Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. If we cancel, you shall be credited the unearned pro rated purchase price of this Plan, less any claims paid. We may not cancel this Plan except for a) fraud, b) material misrepresentation, c) non-payment by you, d) for violation of any of the terms and conditions of the Plan, and e) if required to do so by any regulatory authority. If this Plan was inadvertently sold to you on a product, which was not intended to be covered by this Plan, we will cancel this Plan and return the full purchase price of the Plan to you.
 17. **DEDUCTIBLE:** There is no deductible payment required for the coverage described in this Plan. This is not a contract for insurance. Under this agreement, this coverage applies to any location within our normal scheduled delivery area. (CT, MA, NH & RI)
 18. **LIMITATION OF LIABILITIES:** Our limit if liability for any claim under this service contract is the cost to repair your covered product in accordance with the terms of this service contract, not to exceed the retail purchase price of the covered product. Please note, under no circumstances are we liable for any special incidental, indirect, or consequential damages, even if we are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation or such damages, so the above exclusion or limitation may not apply to you.

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This Service Plan Must Be Saved For Service

Go to cardis.com to:

- › file a claim
- › learn more about furniture

**CUSTOMER
COPY**

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