FISCHER FURNITURE®

fischerfurniture.com (605) 348-5100

Fabric, Leather or Case Goods 5-Year Protection Plan
Your Protection Plan Number is your Sales Order Number

This Agreement describes the protection You have in return for payment by You. This Agreement applies to Covered Products with a total retail cost of $50,000 or less before sales tax.

1. DEFINITIONS:
A.) "Obligor", "We", "Us", "Our", "Administrator", and "Selling Retailer" mean Fischer Furniture, Inc., 1802 W. Main Street, P.O. Box 523, Rapid City, SD 57709 (605) 348-5100 www.fischerfurniture.com.
B.) "You" and "Your" mean the purchaser of the Covered Product(s).
C.) "Covered Product" means a consumer furniture or area rug item which You purchased new and concurrently with this Agreement which is covered by this Agreement, is contained on Your sales order contract with Us, and is used by You for only personal, family or household purposes according to the other terms and conditions contained herein. The item must be physically located within our Retail Trade Area.
D.) "Agreement" means the terms, conditions, limitations and exclusions contained in this document and all concurrently issued documents, including the sales order.
E.) "Retail Trade Area" means the 200 mile radius surrounding a retail store location operated by Us.

2. REPAIR PLAN:
In return for payment by You, We will provide the following coverage:
A.) **Term:** The term of this Agreement and coverage for stain, unintentional, and accidental damage from handling of the Covered Product begins on the date of delivery or pickup of Your Covered Product and continues for the period of five (5) years. Coverage for mechanical and structural breakdowns is effective upon the expiration of the manufacturer's warranty.
B.) **Coverage:** We will repair the fabric, leather, or vinyl upholstery, solid surface furniture or area rug (the Covered Product), at Our discretion, when a loss not contained in Section 3 of this Agreement is incurred by You due to:
i.) Mechanical and structural breakdowns as a result of:
- Breakage of frames, panels or springs
- Breakage of mechanisms including sleeper mechanisms, reclining mechanisms and heating and vibrating mechanisms (but excluding Human Touch or iJoy massage chairs and adjustable bed foundations)
- Failure of integral electrical components (but excluding Human Touch or iJoy massage chairs and adjustable bed foundations)
- Lifting of veneers
- Warping
- Loss of silvering on mirrors

ii.) Unintentional and accidental damage from handling or usage, including all stains, for example, but not limited to, the following:
- Punctures, rips or burns
- Lifting of veneers due to contact with spills or condensation
- Liquid marks or rings
- Gouges, dents, scratches or chips that penetrate the finish exposing the substrate
- Nail polish remover
- Checking, cracking, bubbling or peeling of finish caused by a specific incident
- Glass or mirror chipping, breakage or scratches

At Our discretion and only to the extent necessary to fully complete the repair at the lowest possible cost to Us, replacement parts or complete products will be ordered when available. Covered Products or parts thereof will be replaced with new parts or products of like kind and quality. In the event of replacement of a Covered Product, coverage for any additional Covered Product not replaced will continue for the remaining term of this Agreement. Replacement of a part or a piece of a Covered Product fulfills coverage on that part or piece of that Covered Product. If We are not able to repair or replace with like kind and quality the Covered Product originally purchased or provide a satisfactory substitute product, You will be given a credit on the books of the Selling Retailer in the amount of the purchase price of the Covered Product and any matching pieces of the same set, excluding sales tax, installation and delivery costs. Determination of matching pieces will be in Our sole discretion, with consideration given to manufacturer series, collection, or model number consistency, remaining functionality of the set in the absence of the Covered Product being replaced, and other relevant factors.

C.) **Limit of Liability:**
The limit of liability is the least of: (1) the original purchase price of the Covered Product excluding tax, installation, setup, and delivery costs paid concurrently with the purchase of the Covered Product to be issued as a credit to Your account on Our books or a gift card to Our retail store(s), (2) authorized repairs not to exceed the original purchase price, as defined above, of the Covered Product, (3) replacement of the Covered Product with a product of equal or similar features and functionality, or (4) reimbursement for authorized repairs or authorized replacement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, BASED UPON BREACH OF CONTRACT, NEGLIGENCE, NEGLIGENT MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), MULTIPLE OR PUNITIVE DAMAGES ARISING FROM OR RELATED IN ANY WAY TO (1) THE SUBJECT MATTER OF THIS AGREEMENT, (2) THE NEGOTIATION, EXECUTION, PERFORMANCE, OR TERMINATION OF THIS AGREEMENT, (3) THE PRODUCTS PROVIDED OR SERVICES PERFORMED BY EITHER PARTY TO THIS AGREEMENT, OR (4) REPRESENTATIONS MADE IN CONNECTION WITH THE NEGOTIATION, EXECUTION, PERFORMANCE, OR TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER OR NOT THE PARTIES HAD BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES, THE PARTIES (A) SHALL NOT ASSERT ANY CLAIMS AGAINST EACH OTHER ARISING FROM OR RELATED IN ANY WAY TO THE FOREGOING MATTERS BASED UPON NEGLIGENCE OR NEGLIGENT MISREPRESENTATION OR ANY OTHER LEGAL THEORY OTHER THAN BREACH OF CONTRACT, AND (B) SHALL NOT ATTEMPT TO AVOID THE ENFORCEMENT OF THIS LIMITATION OF LIABILITY ON THE GROUNDS OF UNCONSCIONABILITY OR FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER GROUND SHOULD A DISPUTE ARISE BETWEEN THEM.

Your purchase of the plan described herein serves as Your binding agreement to the limitations of liability contained herein.

D.) **What to do if a covered problem occurs:**
Contact Us with the details via the following:
- Call Our customer service department during regular business hours at 605-348-5100. Regular business hours are Monday through Friday 8AM to 6PM Mountain Time.
- Email the customer service department at customerservice@fischerfurniture.com
- Or, for on-line service, click on the "Contact Us" portion of Our website, www.fischerfurniture.com, which contains an option to electronically contact Our customer service department.

Please note that emails and on-line customer service requests are responded to during normal business hours with priority given to the order in which they are received. If you do not receive a reply to an email or online customer service request, please check your spam settings and folders and/or contact Us via the telephone number above.

When making a claim under this Agreement, You must provide in support of the claim a copy of Your sales order contract that details the purchase date, the Agreement purchased, the items covered by the Agreement purchased and their purchase cost. **CLAIMS MUST BE REPORTED TO US WITHIN THIRTY (30) DAYS OF NOTICING THE STAIN, DAMAGE OR BREAKDOWN IN YOUR COVERED PRODUCT. ALL REPAIRS MUST BE AUTHORIZED BY US PRIOR TO PERFORMANCE OF WORK. CLAIMS ON UNAUTHORIZED REPAIRS MAY BE DENIED.**

E.) **Service Deliverables:**
There is no deductible required to obtain service for Your Covered Product. We may provide You with authorized products to assist You in removing stains. **DO NOT ATTEMPT STAIN REMOVAL UNTIL YOU CONTACT US FOR ASSISTANCE.** Please see the directions on the authorized products for proper usage. If the stain cannot be removed with the authorized products, call Us to arrange for further steps at Our discretion to attempt to repair the problem.

If We are unable to remove the stain via authorized products, authorized professional cleaning, authorized parts replacement, authorized service calls, or other methods at our discretion, We will attempt to replace Your affected item according to the conditions outline above. Service may be performed in Your home with no additional compensation to You for the use of Your home for said service; We may, at our discretion, opt to remove the Covered Product to perform service at Our facilities and will return the Covered Product upon completion at no charge to You.

We make no representations or warranties under this Agreement regarding the time frame to repair or replace a Covered Product. Parts or replacement product(s) ordered from suppliers may take

extended periods, up to and including and beyond 12 weeks to obtain, and we cannot be held liable for delays beyond our control.

3.) WHAT IS NOT COVERED:

A.) ANY LOSS OTHER THAN A COVERED BREAKDOWN, STAIN OR DAMAGE OF THE COVERED PRODUCT; B.) ANY DAMAGE CAUSED BY THE CONSUMER DURING THE ASSEMBLY OF READY TO ASSEMBLE (RTA) ITEMS; C.) PRODUCT REPAIRS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS; D.) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT AND/OR ANY PRODUCT SOLD USED OR DAMAGED OR "AS-IS"; E.) ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE, OR DUE TO IMPROPER INSTALLATION; F.) DAMAGE FROM NEGLIGENCE, ABUSE, MISUSE, MISHANDLING, VANDALISM, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; G.) CONSEQUENTIAL LOSS OF ANY NATURE AND LOSS FROM EXTERNAL OR ENVIRONMENTAL CAUSES INCLUDING FIRE, SCORCHING OR HEAT DAMAGE, THEFT, INSECTS, ACTS OF NATURE, FLOODING, ILLEGAL ACTS, ACTS OF WAR OR ACTS OF GOD; H.) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS; I.) STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS OR ANY RESULTANT LEAK THEREFROM; J.) ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES; K.) FAILURES THAT OCCUR OUTSIDE OF OUR RETAIL TRADE AREA OR PRODUCTS THAT ARE PHYSICALLY LOCATED OUTSIDE OF OUR RETAIL TRADE AREA; L.) UNAUTHORIZED REPAIRS AND/OR PARTS; M.) SERVICE WHERE NO PROBLEM CAN BE FOUND; N.) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT; O.) ANY STAIN, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME, I.E. DIRT, PERSPIRATION, HAIR, BODY OR SUNTAN OILS AND/ OR LOTIONS. SIGNS OF SOILING OR SOIL BUILD UP INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED PRODUCT(S); P.) DYE TRANSFER, STAIN OR DAMAGE RESULTING FROM THE USE OF CLEANING PRODUCTS NOT APPROVED BY THE MANUFACTURER OR US, MOLD, MILDEW, ODOR, STAINS CAUSED BY MEDICAL INCONTINENCE, STAINS OR DAMAGE CAUSED BY SMOKE, STAINS OR DAMAGE CAUSED BY AN INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; Q.) DAMAGE CAUSED BY PETS (OTHER THAN ACCIDENTAL BODILY FLUIDS; REPEATED OR MULTIPLE PET BODILY FLUIDS ARE NOT COVERED); R.) WEAR-RELATED REPAIRS OR DAMAGE, SUCH AS, BUT NOT LIMITED TO, FADING, RUST OR CORROSION, NORMAL WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING, COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL, SPLITS ON BI-CAST LEATHER, SCRATCHES, DENTS OR CHIPS THAT DO NOT PENETRATE THE FINISH AND DO NOT EXPOSE THE SUBSTRATE; S.) NON-COLORFAST OR X-CODED FABRICS, SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS, NATURAL MARKINGS ON LEATHER, SUCH AS, BUT NOT LIMITED TO, HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE SIMULATING NATURAL COWHIDE, SUEDE, NUBUCK, NAKED, UNPROTECTED OR OTHER BUFFED LEATHERS, SURFACE SCRATCHES IN LEATHER FINISH; T.) CLOCK MECHANISMS, SHRINKAGE FROM CLEANING, OR NOISES; LAMPS OR OTHER ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT; U.) AREA RUGS OTHER THAN THOSE CONSTRUCTED OF SYNTHETICS OR WOOL; V.) ANY LOSS, EXPENSE, DAMAGE, OR BODILY INJURY, UP TO AND INCLUDING DEATH, RESULTING FROM A COVERED CLAIM OR REPAIR HEREUNDER; W.) COMPENSATION FOR USE OF YOUR HOME TO PERFORM SERVICE COVERED HEREUNDER NOR COMPENSATION DUE TO LOSS OF FUNCTION OR USE DURING THE REPAIR PERIOD NOR COMPENSATION FOR DELAYS IN REPAIR OR REPLACEMENT OF COVERED PRODUCTS; X.) NORMAL, PERIODIC OR PREVENTATIVE MAINTENANCE; Y.) PRODUCTS WITH ORIGINAL SERIAL NUMBERS, MODEL NUMBERS, OR LAW LABELS THAT HAVE BEEN REMOVED, ALTERED OR CANNOT BE READILY DETERMINED.

4. OTHER TERMS:

A.) **Renewal:** This Agreement is not renewable. B.) **Transferability:** This Agreement is not transferable. C.) **Territorial Limitations:** This Agreement does not cover failures that occur outside of Our Retail Trade Area or products physically located outside Our Retail Trade Area. D.) **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. E.) **Dispute Resolution - Arbitration: READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of, or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement 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. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. The arbitration will take place in Rapid City, SD. The arbitration shall be governed by laws of the state of South Dakota law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of South Dakota (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of a group or class. F.) **Cancellation:** You may cancel this Agreement for any reason at any time via written notice to Us. For cancellation prior to or within the first thirty (30) days of the term of this Agreement You will receive a full refund upon cancellation. After said thirty (30) days, You will receive a pro-rata refund based on the time expired less a twenty-five dollar ($25) cancellation fee, or ten percent (10%) of the purchase price (whichever is greater), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. We reserve the right to apply payments made to sales orders and to sales order line items in the order of Our discretion, including, but not limited to, application to the purchase price of physical merchandise first. 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 premium is based upon one-hundred percent (100%) of the unearned pro-rata premium that has been paid by You. G.) **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among or between You and Us other than as set forth in this Agreement. All prior agreements among or between You and Us are superseded by this Agreement, which integrates all promises, agreements, conditions, and understandings among and between You and Us. The captions of sections of this Agreement have been inserted as a matter of convenience only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. H.) **Separability:** The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

5. NO CLAIMS DURING COVERAGE TERM:

If You do not make a claim on any Covered Product during the term of this Agreement, you may, at the end of the term, present a written receipt to Us either in person or by mail documenting the purchase price paid for this Agreement. Upon verification by us that no Covered Product from the entire transaction incurred a claim under this Agreement, We will, in an amount equal to the original purchase price You paid for coverage under this Agreement before tax,: (1) issue You a merchandise credit in a form acceptable to Us (hereinafter "Merchandise Credit"), or (2) provide You a discount off a then-current purchase at that time. Only one (1) such Merchandise Credit or discount shall be eligible to be issued per Agreement, and shall only be issued if no claims whatsoever have been made under this Agreement. The eligibility for and amount of the credit or discount is on a per Agreement basis, not a per Covered Product basis.