



Montage Furniture Services

## Premium Mattress 10-Year Protection Plan

Protection Plan Number:  
SAMPLE -

*This form describes the protection You will have under this Limited Warranty.*

### 1. DEFINITIONS:

- A) “We”, “Us” and “Our” mean the company obligated under this Limited Warranty, Montage, Inc., 3050 Centre Pointe Drive, Suite 50, Roseville, Minnesota 55113.
- B) “You” and “Your” mean the purchaser of the Covered Pad(s) and the original holder of this Limited Warranty.
- C) “Administrator” means Montage, Inc., 3050 Centre Pointe Drive, Suite 50, Roseville, Minnesota 55113.
- “Selling Retailer” means the entity selling the Covered Pad and supplying this Limited Warranty.
- “Covered Pad” means the mattress pad that You purchased which is covered by this Limited Warranty.
- “Covered Mattress” means the mattress to which all of the following apply:
  1. Purchased new from the Selling Retailer at the same time as the Covered Pad
  2. Had a new retail price of \$5000 or less
  3. Protected by the Covered Pad at the time of damage
  4. Used in a normal, indoor, and domestic household setting.
- “Limited Warranty” means the terms, conditions, limitations and exclusions, including sales receipt.

### 2. WHAT IS COVERED:

#### (1) Limited Warranty Period:

This Limited Warranty begins on the purchase date of the Covered Pad and continues for a period of ten (10) years.

#### (2) Coverage:

Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to:

#### Stains to mattress or mattress pad as a result of:

- All Stains unless specifically excluded in Section 3 “What is not covered”

#### Failure of or unintentional and accidental damage from handling to mattress or mattress pad as a result of:

- Punctures, rips and burns
- Breakage of box spring frames
- Breakage of mechanisms

If the Covered Pad fails to resist the damages above or prevent the damages listed above to the Covered Mattress, We will arrange for the repair of the items. If the covered damage cannot be resolved, We will, at Our discretion, replace the affected portion or entire item.

Replacement items will be the same as or similar to the original item purchased, provided the price of the replacement item does not exceed the original purchase price of that item. If an exact match to the box springs or foundation of the Covered Mattress is not available, the closest match available will be provided.

#### (3) WHERE YOU ARE COVERED:

This Limited Warranty does not cover damages that occur outside of the fifty (50) states of the United States of America, including the District of Columbia.

#### (4) WHAT TO DO WHEN A COVERED PROBLEM OCCURS:

Contact information for the Administrator will be provided on all purchased protection plans.

- Provide proof of purchase on request — a copy of Your sales receipt that details the Selling Retailer, the purchase date, the items covered by this Limited Warranty and their purchase price, and a copy of this Limited Warranty. Any claim that cannot be substantiated by proof of purchase within thirty (30) days of the Administrator requesting such proof of purchase will be voided.

#### (5) SERVICE DELIVERABLE:

There is no deductible required to obtain service for Your Covered Pad or Covered Mattress. The Administrator may provide You with authorized products to assist You in removing stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper usage. For damages other than stains or for stains You are unable to remove, We will arrange for a professional technician to service the problem. Service will be performed in Your home, however, the authorized service center may opt to remove the Covered Pad or Covered Mattress to perform service in-shop and will return the items upon completion.

### 3. WHAT IS NOT COVERED:

- A. ANY STAIN OR DAMAGE OF THE COVERED MATTRESS OCCURRING WHERE THE COVERED PAD IS NOT USED TO PROTECT THE COVERED MATTRESS;
- B. ANY STAIN OR DAMAGE THAT SHOULD BE COVERED BY THE MANUFACTURER’S WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER’S ABILITY TO COVER SUCH REPAIRS;
- C. ANY STAIN OR DAMAGE NOT SPECIFICALLY LISTED UNDER THE WHAT IS COVERED SECTION;
- D. ODORS;
- E. ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY OR WHILE THE COVERED MATTRESS OR COVERED PAD IS BEING MOVED BETWEEN RESIDENCES OR INTO OR OUT OF STORAGE;
- F. ANY STAIN OR DAMAGE CAUSED BY MEDICAL INCONTINENCE;
- G. REPETITIVE STAINS OF THE SAME TYPE FROM THE SAME SOURCE;
- H. ANY DAMAGE CAUSED BY PETS (EXCEPT BODILY FLUIDS);
- I. ANY STAIN OR DAMAGE FROM WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PAD OR MATTRESS, FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS;
- J. EXTERNAL CAUSES INCLUDING, FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- K. STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM CLEANING METHODS OR PRODUCTS OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;
- L. ANY STAIN OR DAMAGE CAUSED BY MOLD OR MILDEW;
- M. ANY STAIN OR DAMAGE CAUSED BY STRUCTURAL PROBLEMS, APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM;
- N. A COVERED PAD OR COVERED MATTRESS THAT IS USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES;
- O. ANY STAIN OR SOILING RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME, E.G. HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS. SIGNS OF SOILING INCLUDE DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED MATTRESS OR COVERED PAD. THESE DARKENED AREAS ARE SIGNS OF OVERALL SOIL BUILD-UP, WHICH IS NOT COVERED BY THIS LIMITED WARRANTY. GENERAL MAINTENANCE AND OVERALL CLEANING OF THE COVERED PAD AND COVERED MATTRESS ARE YOUR RESPONSIBILITY;
- P. DAMAGE FROM WEAR-RELATED ISSUES, SUCH AS, BUT NOT LIMITED TO, FADING, WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING;
- Q. DEFECTS OF MATERIAL OR WORKMANSHIP;
- R. UNAUTHORIZED REPAIRS AND/OR PARTS;
- S. SERVICE WHERE NO PROBLEM CAN BE FOUND;
- T. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT.

### 4. OTHER PROVISIONS:

#### A) Limit of Liability:

For Covered Pad, the limit of liability is the least of the cost of (1) the original purchase price of the Covered Pad excluding tax and delivery costs paid during the purchase of the Covered Pad or (2) authorized repairs not to exceed the purchase price of the Covered Pad or (3) replacement of the Covered Pad with a product of equal or similar features and functionality or (4) reimbursement for authorized repairs or replacement.

For Covered Mattress, the limit of liability is the least of the cost of (1) the original purchase price of the Covered Mattress excluding tax and delivery costs paid during the purchase of the Covered Mattress or (2) authorized repairs not to exceed the purchase price of the Covered Mattress or (3) replacement of the Covered Mattress with a product of equal or similar features and functionality or (4) reimbursement for authorized repairs or replacement.

One-time replacement of the Covered Mattress or three-time replacement of the Covered Pad is the full extent of Our liability under this Limited Warranty. We will have no further obligation for stains or damage to the Covered Pad and Covered Mattress and no service of any kind will be provided after replacement of a Covered Mattress or the third replacement of a Covered Pad, whichever occurs first.

#### B) Limitations of Implied Warranty:

All Implied Warranties which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of this Warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This Warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

#### C) Transferability and Renewals:

This Limited Warranty is not transferable or renewable.