



Consumer Name (You, Your)		Retail Furniture Store	
Address		Address	
City	State	Zip	
City	State	Zip	
Daytime Phone:	Evening Phone:	Phone:	Fax:
Date of Purchase:	FCP Protection Product Purchase Price:	Total Retail Furniture Purchase Price:	
Term:	Aggregate Replacement Limit:		

Items Purchased ("Items")	Delivery Date	Invoice Number
1.		
2.		
3.		
4.		
5.		
6.		

The Furniture Care Protection "Limited Warranty" (hereinafter the "Warranty") is effective for the Term listed above and begins on the date the Consumer(s), shown on the original receipt, takes delivery. If no term is listed, this Warranty will defer to 4 years. Furniture Care Protection, Inc. ("FCP" "Warrantor" "Our" "Us") offers a Limited Warranty, at no charge to You, that the furniture protection products exclusively distributed by FCP ("Protection Products"), are designed to prevent or remove stains or repair other damage to the component parts of the new furniture, subject to the terms and conditions set forth herein. This Limited Warranty is not a cleaning or maintenance contract, service contract, insurance policy, or your original manufacturer warranty. It is a Limited Warranty provided to you by FCP. This Limited Warranty is only valid for new furniture, listed above under Items Purchased, and appears on the original sales receipt. The issuing Retailer must make available to You the opportunity to review the terms and conditions of this Limited Warranty prior to issuance.

**FURNITURE COVERED BY THE LIMITED WARRANTY:** New Fabric, A&P Leather, Wood and Vinyl upholstered residential furniture

**COVERAGE INCLUDES THE FOLLOWING ITEMS FROM A SINGLE INCIDENT:**

**On Fabric or Microfiber**

- Household food and beverage stains
- Stains from human and pet saliva, urine, stomach fluid, or blood
- Accidental burn or singe marks caused by brief contact with flame or heat
- Accidental ballpoint pen ink, wax crayon, facial cosmetics, nail polish, or nail polish remover
- Color transfer from blue jeans or newspaper
- Accidental puncture, cut, tear or rip

**On A&P Leather or Vinyl**

- Household food and beverage stains
- Stains from human and pet saliva, urine, stomach fluid, or blood
- Accidental burn or singe marks caused by brief contact with flame or heat,
- Accidental ballpoint pen ink, wax crayon, facial cosmetics, nail polish, or nail polish remover
- Color transfer from denim jeans or newspaper
- Cracking or peeling of top grain leather in seating areas
- Cracking or peeling of all leather and vinyl in non-seating areas
- Accidental puncture, cut, tear or rip

**On Wood**

- Household food and beverage (product stain- excluding accumulation)
- Accidental singe or heat marks caused by brief contact with flame or heat
- Fading from sun exposure
- Accidental damage from finger nail polish or finger nail polish remover
- Failure of assembled joints
- Water or household beverage marks, stains or rings
- Accidental scratches penetrating through the top coat finish
- Accidental dents, gouges or chipping penetrating through the top coat Finish
- Peeling of the finish of solid wood or veneer surfaces

**Mechanical and Structural breakdowns\* to Fabric, A&P Leather and Vinyl Upholstered Furniture as a result of:**

- Breakage of Frames, Panels or Springs
- Breakage of mechanisms including sleeper mechanisms, reclining mechanisms, and heating, power and vibrating mechanisms

\*Coverage on frames, panels, springs and mechanisms may be used only upon expiration of manufacturer's warranty and may not be used in lieu of manufacturer's warranty.

**HOW THE LIMITED WARRANTY WORKS**

If Consumer's new furniture purchased together with FCP Protection Products, becomes accidentally stained or damaged as described above during normal RESIDENTIAL use and Consumer cannot remove the stain or repair the damage using the Protection Products per the label instructions, FCP will, at its sole discretion, clean, repair or replace the affected portion or the complete item(s) with the same or a similar item(s) having a retail purchase price less than or equal to the retail purchase price, as listed on the original receipt, of the affected item(s). For purposes of this Limited Warranty and as used in every instance herein, "item" will be defined as a specific and individual piece of furniture and each "item" purchased will be considered to be separate and distinct from any other pieces of furniture purchased. Consumer must have received new furniture free of stains or damage. This Warranty does not cover stains or damage resulting from transit of items(s). If the item(s) is/are not maintained as required by the furniture manufacturer warranty or Consumer does not cooperate with the reasonable request of FCP in its efforts to perform its obligations, this Warranty becomes void.

**ACCEPTANCE OF BENEFITS**

I have read, fully understand, and accept the terms and conditions as set forth on the front and back of this LIMITED WARRANTY, for the Protection Products purchased, and have received an exact, complete copy. I further declare that the information provided on this Warranty form is true and correct and any modification, alteration, or change to the preprinted terms and conditions of this Limited Warranty is invalid and of no force or effect.

Customer Signature

Date

**HOW TO OBTAIN SERVICE:** Within five (5) days of the stain or damage occurring, contact our customer claims department toll-free at 888-705-4001.

**WHEN CALLING FOR SERVICE, CONSUMER MUST HAVE:**

- The original receipt showing Consumer's purchase of the Protection Products made in conjunction with the purchase of the new qualifying furniture
- The original copy of this Limited Warranty
- The original delivery date of the Protection Products and Item(s)
- The date of the occurrence of the stain or damage, and the date on which the repair was attempted to be resolved by the Consumer.

**THE SERVICE PROCESS**

- FCP may provide free professional stain removal, repair advice and/or products to aid in the cleaning or repair of the stained or damaged area or item(s).
- If the stain or damage persists, FCP may arrange for a no charge in-home service by a professional technician.
- If FCP's designated technician determines that stain removal or damage repairs must occur off-site, the item(s) will be removed and returned at no cost.
- If FCP's designated technician cannot remove the stain or repair the item(s), FCP at its sole discretion, may elect to replace the affected area.
- FCP, at its sole discretion, may elect to replace the item(s) if the affected area cannot be repaired or replaced. Consumer may select a new replacement item(s) equal in value to the original purchase price of the affected item(s).
- FCP is not responsible for color, dye, lot or texture variations.
- Replacement selection will be done at the original place of purchase; otherwise, FCP, at its sole discretion, will refund a pro-rated portion of the Protection Product purchase price. Replaced item(s) become the property of FCP. Replacement limited to the aggregate listed on the front of the Warranty for all item(s), not to exceed the retail purchase price paid for the new furniture (Item(s)). If no Aggregate Replacement Limit is listed, this amount will default to \$5,000. Replacement items will not be covered under this Warranty; any single part will be replaced a maximum of two times.

**IMPORTANT EXCLUSIONS/WHAT IS NOT COVERED**

This Limited Warranty does not cover <sup>1</sup>anything not specifically listed in the "Coverage" section of this Warranty; <sup>2</sup>damage and/or stains that occur during transit or assembly; <sup>3</sup>failure to comply with the item(s) manufacturer warranty, repairs covered by **any** manufacturer warranty; <sup>4</sup>willful abuse or misuse; <sup>5</sup>stains from: dye, caustic solution, bleach, stains of unknown origin, <sup>6</sup>soiling or damage from normal use, body oil, hair oil, perspiration, darkened areas where head and legs contact furniture; <sup>7</sup>stains or damage to exotic leathers or suede which exotic leather includes non-bovine hide or any hide embossed or heat stamped with special feature such as alligator, crocodile or ostrich patterns, and basket weave and suede includes covering with raising fibers on flesh-side of hide to give nap effect by buffing; <sup>8</sup>generalized or accumulated soiling, cracking, peeling, or scratching from wear or tear, maintenance and/or everyday use; except as listed in the "Coverage" section herein, <sup>9</sup>any stain or damage from pets other than those associated from bodily fluids as named in the "Coverage" section, <sup>10</sup>odors, fading, or color loss and/or discoloration; <sup>11</sup>any "X" coded and/or non-color fast fabrics; <sup>12</sup>components integrated into furniture, including clock mechanisms, refrigerators, lighting or other electrical components that are not included in the "Coverage" section; <sup>13</sup>wicker and rattan furniture; <sup>14</sup>stains or damage on furniture that has not been properly cared for or maintained, as per your manufacturer's warranty; <sup>15</sup>stains or damage resulting from the improper use or misuse of furniture, including the use of furniture beyond the purpose for which it had been designed; <sup>16</sup>repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for service; <sup>17</sup>stains or damage due to extensive activities, including but not limited to cuts, rips, tears; <sup>18</sup>furniture that shows signs of infestation, including but not limited to insects, termites, cockroaches and rodents; <sup>19</sup>odors; stains or damage covered under any manufacturer's warranties, or under any homeowner's, renter's, or other insurance policy; <sup>20</sup>stains or damage caused by structural problems, including but not limited to skylights, roofs, or water pipes; <sup>21</sup>stains or damage caused by appliance malfunctions, including but not limited to air conditioners and water heaters; <sup>22</sup>stains or damage caused by theft, vandalism, or as a result of any other illegal activity; <sup>23</sup>stains or damage caused by independent contractors such as but not limited to, maintenance personnel, painters, or other repair or contractor services; <sup>24</sup>furniture located outdoors, on patios or in screened rooms where it may be directly or indirectly exposed to the elements; <sup>25</sup>any item(s) sold "as-is"; used, and/or without manufacturer warranty and/or retailers warranty; <sup>26</sup>any costs or damage from repair and/or cleaning by anyone without written authorization from FCP; any cleaning and/or repair products and/or procedures without written authorization from FCP; any damage by furniture care products not used according to the label instructions provided by FCP; <sup>27</sup>all natural characteristics that cause appearance variation; <sup>28</sup>failure or loosening of threads or separation of seams along seam lines; <sup>29</sup>consequential or incidental damages, except those expressly covered herein; personal injury damages; lost profits; lost savings, or other economic damages; <sup>30</sup>loss of use of item(s); furniture in storage, utilized for commercial use, non-residential, rental or in-home day care businesses; <sup>31</sup>damage from prolonged exposure to fire or heat; <sup>32</sup>damage from fraud, intentional acts, war, hostilities, terrorism or vandalism; and acts of God. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

**IMPORTANT INFORMATION/DISCLAIMER AND LIMITATION OF WARRANTIES**

ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THIS LIMITED WARRANTY OR THE MINIMUM PERIOD PERMITTED BY DEFERRAL AND/OR STATE LAW, WHICHEVER IS LESS. AFTER THE EXPIRATION OF THIS LIMITED WARRANTY AS SET FORTH HEREIN, ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS 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. ANY PROVISION CONTAINED HEREIN WHICH IS FOUND TO BE CONTRARY TO STATE OR LOCAL LAWS SHALL BE DEEMED NULL AND VOID AND THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

This Limited Warranty applies to the performance of the Protection Products and does not supersede any Warranty provided by the manufacturer of the item(s). The Warranty is not cancelable as it has been provided to You for no consideration with the purchase of a FCP product. It is not renewable or transferable, and only the Consumer listed within this Warranty is eligible for coverage. FCP's failure to exercise certain rights under the Warranty does not waive those rights. Technicians referred to in this Warranty may be independent contractors of FCP and may not be employees of FCP. FCP assumes no responsibility for statements of claims made by the technicians, or anyone other than FCP employees. FCP assumes no liability, incidental to or in connection with, services provided by its independent contractors. The obligations described herein are the sole and exclusive remedies available to you and such obligation is in lieu of all other warranties.

Any controversy or claim for damages arising out of, or relating to this Warranty or Breach thereof, shall be settled by arbitration administered by American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration rules, and judgment on the award rendered by arbitration, may be entered in any court having jurisdiction thereof. The consumer shall resort to arbitration before exercising rights or seeking other remedies created by Title I of the Magnuson-Moss Warranty FTC Improvement Act, but per this Act, the consumer is not required to resort to arbitration before seeking rights and remedies not created by Title I of this Act. Types of information required by arbitration includes, but not limited to, names and address of the parties, statement of nature of claim and relief sought. Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

*(Warrantor)* **Furniture Care Protection, Inc., 609 S. Kelly Ave, Suite E-8, Edmond, OK 73003**

*(Claims Processing)* **888-705-4001 [claims@furniturecareprotection.com](mailto:claims@furniturecareprotection.com)**

DISCLOSURE: THIS LIMITED WARRANTY, INCLUDING THE TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS, DEFINITIONS AND EXCLUSIONS CONTAINED ON BOTH PAGES OF THIS LIMITED WARRANTY, INCLUDING ANY ENDORSEMENTS AND ATTACHED PAPERS, CONSTITUTES THE ENTIRE LIMITED WARRANTY. NO AGENT HAS THE AUTHORITY TO CHANGE THIS LIMITED WARRANTY OR TO WAIVE ANY OF ITS PROVISIONS AND ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS IS INVALID.