

PLAN BENEFITS*



Up to 5 year
protection against
all accidental
stains



Structural
assembly failure



Parts and labour
coverage up to 4
additional years



Chips and breakage
of glass resulting
from an accident



No
deductible



Failure of a manual
and electrical
mechanism



Joint
separation



Puncture resulting
from an accident



Umbrella
mechanism
coverage



Colour transfer
caused by jeans
and newspaper



No repair,
replacement on
products less than \$300
(Replacement Plan only)



Replace the product
if the part is no
longer available

* See terms and conditions for details. Certain restrictions apply.

FREE

PROTECTION KIT OUTDOOR FURNITURE

with any Protection
Plan purchase
(Not available for
Replacement Plan)



OUTDOOR FURNITURE

PROTECTION PLAN

A SIMPLE
WORRY-FREE
SOLUTION

TERMS AND CONDITIONS

OUTDOOR FURNITURE PROTECTION PLAN

This document and your purchase invoice state all the dispositions of this Protection Plan (Plan), sold by the retailer for the benefit of the Plan owner, and the obligations and services to be provided by Comerco Services Inc. (Comerco) for the product covered by this Plan. This Plan is administered by Comerco. Comerco deposits funds in a guarantee trust fund in order to cover future claims. This trust is also bonded in part by an insurance company. Comerco agrees to:

REPLACEMENT PLAN:

1. Replace the covered product, in the case of one of the manufacturing defects mentioned in Article 6 or if any of the parts necessary for its normal functioning breaks, under normal conditions of use, during the coverage period of the Plan.

COMPLETE PLAN:

2. Repair without charge or replace the covered product, in the case of one of the manufacturing defects mentioned in Article 6 or if any of the parts necessary for its normal functioning breaks, under normal conditions of use, during the coverage period of the Plan.

3. Provide advice on cleaning and stain removal, repair without charge or replace the covered product, in the case of one of the following accidental damages, under normal conditions of use, during the coverage period of the Plan:

3.1. All accidental stains (on all covered materials)
3.2. Colour transfer caused by jeans and newspaper

3.3. Chips and breakage of glass resulting from an accident

3.4. Puncture resulting from an accident except on umbrella fabric

4. Replace the product upon the confirmation, by an authorized technician, of a fourth (4th) failure of the same major part during the coverage period of the Plan.

5. Repair damages caused by power surges.

GENERAL CONDITIONS

6. The following manufacturing defects are covered if they affect the normal use of the furniture:

6.1. Structural assembly failure

6.2. Failure of a manual and electrical mechanism

6.3. Defects in hinges or hardware

6.4. Joint separation

6.5. Failure of springs

7. The Replacement Plan becomes effective one (1) year after the date of delivery and it has a two (2) year duration. The Complete Plan becomes effective on the date of delivery for stain and accidental damage coverage and one (1) year after delivery, on parts and labour, for any structural or fabrication issues, up to a maximum of four (4) years.

8. To qualify for coverage offered by the Plan, the covered product must be purchased as new and deliver in Canada. Failures must be reported during the coverage period of the Plan.

9. Dye lots may vary and furniture may discolour over time. Therefore, it is normal that the colour of replacement coverings or materials used for repair may not fully match the areas not replaced. In the event that the components needed to complete a repair are not available, Comerco's sole obligation will be to replace the affected furniture.

10. Comerco may decide to replace a product rather than repair it.

11. The maximum value, at the time of a replacement, is the price paid for the original product, as stipulated on the purchase invoice. This amount, excluding taxes, will not exceed \$10,000 for the Complete Plan and \$300 for the Replacement Plan. Please note that, if the price of the replacement product is less than the price of the original product, the difference will not be refunded. The replacement will be finalized by a Comerco authorized retailer.

12. The replacement will be granted in the form of a credit, according to the following procedure:

12.1. If, on the purchase invoice, the affected item is specifically identified with its own retail price, we can replace it with a similar product of equivalent quality and current availability. Comerco will authorize an in-store credit at a participating Comerco retailer. This credit will be equivalent to that of the original furniture item, according to the limits of this Plan. The replacement solely applies to the affected item.

12.2. If, on the purchase invoice, the affected item is not specifically identified with its own retail price, Comerco reserves the right to provide a replacement credit, which cannot exceed the total invoice value for the item(s) covered by the Plan. The credit will be in the form of a cheque or gift card and will be issued as follows:

- Up to \$50 for a chair cushion
- Up to \$125 for a patio umbrella
- Up to \$150 for coffee and side table as well as for a bench
- Up to \$200 for a dining table chair
- Up to \$350 for a lounge chair
- Up to \$500 for a dining table

Customers will need to provide Comerco, within one (1) year of a replacement credit being authorized, with a copy of a new product replacement purchase invoice from the original retailer to qualify for above mentioned replacement credit. Any new product invoices received one (1) year after the issuance of a replacement credit authorization will be denied.

13. From the moment a product has been replaced or a credit preauthorized, Comerco will have met all its obligations and the coverage will become null and void on that specific product.

14. Repairs will be carried out by a service centre specified by Comerco. Products for which the manufacturer's warranty offered in-home service will be eligible for in-home service under the terms of the Plan. If in-home service is not offered by the manufacturer in the area where the Plan owner resides when a defect occurs, the Plan owner will be responsible for bringing and return to pick up the covered product to a service centre identified by Comerco or if no costs have been incurred by Comerco, the Plan owner will have the option to of the Plan from the retailer. Service will be provided during normal business hours. In order to receive in-home service, the product requiring service must be easily accessible and be in a safe, non-threatening environment, as determined by the technician.

15. This Plan is valid for products intended for use in a domestic single-family dwelling only. Products which are installed in common usage areas of a multi-unit dwelling cannot benefit from this Plan. Any type of business is considered commercial and cannot benefit from this Plan. Commercial or rental usage will render this Plan null and void, including outdoor furniture which is used during the short-term or long-term rental of your personal or vacation residence to others and if no costs have been incurred by Comerco, the Plan owner may obtain a full refund of the Plan from the retailer.

ARE EXCLUDED FROM COMERCO'S RESPONSIBILITY

16. DAMAGES CAUSED BY:

16.1. Failure to conform to the manufacturer's recommended use or maintenance or use in conditions for which the product was not intended.

16.2. External causes, rust, insect or rodent infestations, inappropriate use, inappropriate installation, abuse or improper hook-ups, abusive or improper manipulation, a modification, a shock, a fall, chemical corrosion or damage that occurred during delivery.

16.3. Any accumulation of dirt or corrosion, mold, sebum and sweat. Repetitive bodily fluid stains are considered as preventable events and are not covered.

16.4. Stains and damages caused by intentional activities.

16.5. Discoloured coverings after cleaning with water or simple exposure to water, discolouration, yellowing and deterioration of appearance.

16.6. Damage caused by wear and tear, such as any scratches, scrapes, peeling, cracking or tapering of the furniture covering, abrasion of the furniture's surface and any esthetic damages.

16.7. Alterations in shade or damages following storage, transportation or sun exposure.

16.8. Any stain or any accidental damage resulting from usage of chemical products with the word "corrosive" mentioned on the manufacturer's label.

16.9. Loss of impermeability.

16.10. Any stain or incidental damage that is not specifically covered by this Plan.

16.11. Any stain or damage of unknown origin.

16.12. Damage caused by animals, except for stains that are specifically covered.

16.13. Failures that are the subject of a manufacturer recall or service bulletin. Also, repairs, replacements parts or labour costs that are covered by a manufacturer's warranty or an insurance policy.

16.14. Fabric degradation and stains on patio umbrellas.

17. THE FOLLOWING PRODUCTS OR COMPONENTS:

17.1. Garnishes, command inscriptions and gradations, any esthetical components, products or parts covered by a manufacturer's warranty.

17.2. Warping or caving in of the structure.

17.3. Any part or component of a structural nature that does not affect the correct functioning of the product.

17.4. Parts that should be replaced or cleaned periodically under normal usage.

17.5. Exotic leather, nubuck, bare or unfinished wood.

17.6. Propane or natural gas equipment.

18. OTHER EXCLUSIONS:

18.1. Odours.

18.2. Noise and product performance which are not caused by a failure.

18.3. Consequential damage, loss of use, revenue, salary and time due to delays resulting from the failure of the covered product, unavailability of parts or any other difficulty or delay that Comerco may encounter in accomplishing the required repairs.

18.4. Costs related to the removal, delivery and relocation of a product or, in the event of a visit by a technician, the removal and reinstallation of a product that is not readily available.

18.5. Any repairs unauthorized by Comerco. In this case, the Plan will become null and void, without refund.

18.6. If no fault is found or if Comerco refuses the repairs, the Plan owner will have to reimburse all incurred costs without which the benefits of the Plan will be suspended until said payment is received. The duration of the Plan will not be extended in the event that a suspension of benefits occurs.

18.7. In the event of a failure or accidental damage affecting an item that is part of a pair or set, Comerco's responsibility will be limited to the repair, replacement or a credit equivalent to the purchase price of the product that has experienced the failure or accidental damage.

SERVICE AND OTHER PRECISIONS

19. **TO OBTAIN SERVICE:** You must provide Comerco with proof of purchase of the Protection Plan and a copy of the original invoice indicating your furniture purchase. It is important these documents are sent to Comerco within thirty (30) days following the initiation of the service call for either a stain, failure or accidental damage. You must send pictures of the stained surface or damage. You may report the failure by completing the form at www.comerco.com/servicerequest or by contacting Customer Service at 1-877-710-4653.

- Accidental stains: It is important to react quickly. Gently clean the stained surface as per the manufacturer's recommendations. If the stain persists, use the cleaner provided with your purchase according to the directions on the bottle. If the stain is still present, please contact Comerco within fourteen (14) days following the stain onset as we may provide you with a cleaning kit or advice on how you may be able to remove the stain. If the cleaning kit we provided you does not remove the stain, you must contact Comerco within fourteen (14) days of receiving the kit so that Comerco may determine next step, which may include;

- Technician assessment and service

- If applicable, replacement credit (refer to Articles 10 and 11)

- Failure or accidental damages: Please contact Comerco within fourteen (14) days following the incident causing the covered defect.

20. **CANCELLATION:** Comerco may cancel the Plan at any time, on the basis of fraud. The Plan owner may cancel the Plan, for any reason, anytime within the thirty (30) days following the date of purchase, provided no claims have been reported and receive a full refund for the purchase price of the Plan from the selling retailer.

21. **CONFIDENTIALITY:** The Plan owner authorizes Comerco to provide their name, contact information and any information Comerco has on file to any third party wishing to offer a new Plan, any subcontractor mandated by Comerco to offer services directly or indirectly linked to the Plan or any entity to which Comerco may assign, in whole or in part, its obligations under the Plan.

22. **TRANSFERABLE:** This Protection Plan is transferable from one owner to another, without charge, by completing the request online at www.comerco.com/ownertransfer

CUSTOMER SERVICE:

www.comerco.com/servicerequest

1-877-710-4653



THIS DOCUMENT AND YOUR RECEIPT MAKE UP THE PLAN

WHICH LINKS THE PARTIES

A copy of your invoice may be required in order to obtain service for this Plan.