

# 5 YEAR FURNITURE ACCIDENTAL LIMITED WARRANTY - 25327

# **DEFINITIONS**

"Limited Warranty" means the Product Limited Warranty; "Product" means the UNITERS North America furniture care kit or the "Limited Warranty" and other protection and repair products or advice that We may provide; "Retailer" means the authorized Store, the entity selling You the Product; "Furniture" means the qualifying furniture described below and delivered concurrently with Your purchase and receipt of the Product; the "Obligor", "We", "Our", "Us" or "Warranty Service" means UNITERS North America, LLC. Our "Warranty Service" department is the administrator of the Limited Warranty and UNITERS North America, LLC. is the distributor of the Product(s) [P.O. Box 10909, West Palm Beach, FL 33419]; "You" or "Your" means the person or persons named on the sales receipt for the Product and Furniture.

### FURNITURE COVERED BY THIS WARRANTY

- New Fabric & Leather Upholstered Residential Furniture
- New Wood Residential Furniture

Five (5) years from the date You take possession of Your new Furniture in connection with Products and/or with Our protection repair kit subject to all the terms and conditions herein, this Limited Warranty provides You coverage for damage resulting from:

#### COVERAGE FOR ACCIDENTAL STAINING OR DAMAGE TO UPHOLSTERED FABRIC MICROFIBER, A & P LEATHER, VINYL, BI-CAST AND BONDED LEATHER FURNITURE

- Household Food and Beverage Stains Excluding Accumulation Stains from Human and Pet Saliva, Urine, Stomach Fluid, Blood or Bodily Fluids
- Ballpoint Pen Ink, Crayon, or Wax Facial Cosmetics including Lipstick, Lotions, Nail Polish, or Nail Polish Remover
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat, Rips, Tears or Punctures
- Grass and Mud Stains

#### **COVERAGE FOR ACCIDENTAL DAMAGE TO WOOD OR LAMINATE**

- Household Beverage Marks, Stains or Rings Accidental Scratches Penetrating through the Top Coat Finish
- Fading from Sun Exposure
  Accidental Singe or Heat Marks Caused by Brief Contact with Flame or Heat
- Nail Polish or Nail Polish Remover

- Peeling of the Finish of Solid Wood, Veneer or Laminated Furniture Breakage, Lifting, Cracking, and Checking of Finish Loss of Silvering on Mirror
  Accidental Scratches, Chipping and Breakage of Glass or Mirrors Accidental Chips, Dents and Gouges
  Frame Separation and Defects in Assembled Joints
- (excluding welds in Metal) Electrical Shorts and Motors

## **HOW THE LIMITED WARRANTY WORKS**

If Your new Furniture purchased in connection with Our Products and covered by this Limited Warranty becomes accidentally stained or damaged as described above during normal RESIDENTIAL use, and You cannot correct the stain or damage using the Products and/or procedures, We will:

Provide repair advice and/or products (test in an inconspicuous area before use) to aid in stain removal or repair of the affected area or item. If the stain or damage persists, you may receive a no charge in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the furniture will be removed and returned at no cost. If the Furniture cannot be repaired, We will provide You with a merchandise credit or replacement furniture equal to the original purchase price of the stained or damaged Furniture. NO merchandise credit or replacement furniture will be offered for matching pieces of Furniture or to correct dye lot or texture variations caused by repairs, parts replacement, or full replacement. This Limited Warranty DOES NOT supersede the original manufacturer's warranty that is in effect for, and covers the stain or damage to Your Furniture. This Limited Warranty is not a cleaning contract and does not cover general soiling (defined as a gradual buildup of dirt, dust, body oils and perspiration that cannot be attributed to a single occurrence) or eliminate the need for routine care and maintenance of Your Furniture. This Limited Warranty does not transfer to replacement furniture. Replacement selection must be done at a store operated by Jordan's Furniture. If you do not make a selection from a store operated by Jordan's Furniture, the Limited Warranty will be terminated and you will receive a pro rata refund of the purchase price of the Product.

#### **HOW TO OBTAIN SERVICE**

- Within five (5) days of occurrence of the stain or damage

   Contact our Warranty Service Department using our toll free number (866) 225-2196
  - Or at www.warrantyservice.com
- If you do not call within a 5-day period, your claim may be denied This Limited Warranty is not transferable; only the customer(s) shown on the original receipt are eligible for coverage
- Items covered by this Limited Warranty must be received, on delivery, free of stains and damage

# WHEN CALLING FOR SERVICE YOU MUST HAVE

- The original delivery date of the covered items
- The date of occurrence of the stain or damage The cause and description of the stain or damage
- The original receipt showing your purchase of the covered items and the Product(s) This Limited Warranty with it's unique registration Number

#### **IMPORTANT EXCLUSIONS** to this Limited Warranty include and are not limited to:

- Service or replacement is limited to the damaged furniture only and the total value of such replacements is limited to \$15,000.00
- Stains of unknown origin
- Soiling from normal use or **accumulation of stains**, such as dirt, mud, or household food and
- Soiling from normal use or accumulation of stains, body oil, hair oil, perspiration, darkened areas where head and legs contact furniture
- Crushing, pilling, surface scratches or other damage from wear
- Damage caused by pet beaks, teeth or claws
- Pet damage except stains listed in "Coverage"
- Odors
- Reoccurring damage, even if covered by this Limited Warranty, as a result of lifestyles
- Willful abuse or misuse
- Separation of seams along seam lines Caustic solution stains including acid or bleach
- Dye or gum stains, discoloration, or damage
- Dye lot or texture variations
- Fading, color loss and/or discoloration in fabric or leather
- Felt tip marker stains
- Delamination of microfiber
- Non-color fast leathers or fabrics; x-coded, or silk fabrics
- All vinyl and split grain leather in seating areas
- Failure to comply with manufacturer's warranty
  Stains, discoloration, or damage caused by cleaning methods, or products not authorized by the original manufacturer or Us
- Commercial, non-residential or in-home day care businesses use
- Loss of use of covered item
- Damage due to misuse of Our Products or not used according to the Product instructions Claims established under this Limited Warranty more than FIVE (5) DAYS after occurrence of the stain or damage will void this Limited Warranty
- This product Warranty does not cover anything not specifically listed in the "Warranty Coverage" section of this Warranty Damage from transit, acts of God, fraud, intentional acts, wars, hostilities, terrorist acts or
- vandalism
- Any costs or damage from repair and/or cleaning by anyone without written authorization from Us
- Any stain, discoloration, damage, or furniture not described herein Replacement selection(s) or merchandise credit(s) are only valid at the original place of purchase; otherwise, We, will refund a pro-rated portion of the purchase price of Products. Replaced item(s) become the property of UNITERS North America, LLC.

### LIMITED WARRANTY NOT AVAILABLE FOR

- Used merchandise and/or merchandise sold without a manufacturer's warranty
- Merchandise sold "as shown"
- Furniture that has been stored, utilized for any commercial use including non-residential, rental or in-home day care businesses

#### IMPORTANT INFORMATION

If You do not cooperate with the reasonable requests of UNITERS North America, LLC, this Limited Warranty becomes void. 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. 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 Limited Warranty, 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 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. THE OBLIGATIONS OF UNITERS NORTH AMERICA, LLC UNDER THIS LIMITED WARRANTY ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE AND WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. Fraud results in higher costs to the consumer and is illegal. It is Our policy to dany service and/or prosecute individuals that submit consumer and is illegal. It is Our policy to deny service and/or prosecute individuals that submit fraudulent claims. You may instantly register online at www.warrantyservice.com. For information contact UNITERS North America, LLC, Warranty Service Department, P.O. Box 10909, West Palm Beach, FL 33419

