



ADJUSTABLE BASE PROTECTION PLAN

GENERAL TERMS AND CONDITIONS

1. Administrator shall mean GBS Warranty Services, LLC 550 Fairway Drive, Ste. 205 Deerfield Beach, FL 3344] **1-855-409-9118** or Our authorized third party provider used to process claims payments and/or cancellation refunds. **“We”, “Us” and “Our”** shall mean the Obligor.

2. Plan Provider or Obligor: The Provider/Obligor under this Service Agreement is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Technical Risks Agency, Inc. (“Starr Tech”). SPS and Starr Tech (License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. **“You” or “Your”** shall mean the consumer or purchaser of the Product(s) covered by this Service Agreement including the lessor of the Furniture (“Lessor”), if the Furniture was acquired under a lease-to-own arrangement (“LTO Arrangement”). **“Service Agreement”** or **“Agreement”** or **“Plan”** shall mean this document together with Your original purchase receipt. **“Plan”** refers to the Furniture Protection Plan, a Service Warranty. **“Product”** means the furniture care kit and other protection and repair products or advice that We may provide. **“Retailer”** means the authorized entity selling You the Plan. **“Furniture”** means the qualifying adjustable bed described below and delivered concurrently with Your purchase of the Plan. **There is no deductible under this Service Agreement.**

3. WHAT IS COVERED:

In consideration of payment of the Service Agreement price. This Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.

- a) **Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship.
- Replacement Protection:** If Your product is eligible for replacement protection this Agreement provides for a one-time replacement of your product(s) throughout the term of this agreement. Replacement products may be new or refurbished products that perform to factory specifications of the original product. If a like or kind product is unavailable, you may receive the original value of the product, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or obligor. You may be required to ship the product to a designated facility for inspection. If you moved outside of service area you will not be required to ship product back.
- b) **Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein.
- c) **No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion.
- d) **Adjustable Beds Devices:** Coverage against defects or damage under normal residential use in conjunction with the manufacturer's warranty for 10 years from the date of purchase as indicated on your receipt. The covered items are Adjustable Bed Base Motor, Mechanisms, Electrical Components, and Controllers.

4. Terms:

- a) **Repair Plans:** This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period.
- b) **Replacement Plans:** This Service Agreement commences upon

expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified years for the plan You purchased. All products replaced under this plan are the property of US in their entirety.

5. LTO ARRANGEMENTS: Where the product was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the product at the time the settlement is made. This will be the Lessor if you have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any LTO Arrangement except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the LTO Arrangement and not the Lessor.

6. Limit of Liability: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.

7. To Obtain Service: If the covered product requires service call Administrator at **1-855-409-9118** or online at www.gbsent.com toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center. NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

8. Your Responsibilities: You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

9. Purchaser Records: You may be required to provide proof of purchase as a condition for receiving service under the Agreement. **Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.**

10. WHAT IS NOT COVERED:

- a) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA
- b) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY
- c) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY;
- d) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; ON ADJUSTABLE BEDS DAMAGE FROM EXCEEDING WEIGHT LIMIT RESTRICTIONS AS SET FORTH IN THE USERS MANUAL (350 POUNDS FOR A SINGLE UNIT; 130 POUNDS ON EITHER END (HEAD OR FOOT) WHEN RAISED.
- e) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS;
- f) COSMETIC DAMAGE TO CASE OR CABINETRY OR OTHER NON-OPERATING PARTS OR COMPONENTS;



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- g) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR PET DAMAGE, RODENT OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;
- h) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION;
- i) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- j) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS;
- k) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED;
- l) FAILURES TO PRODUCTS CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE;
- m) DEFECTS OF MANUFACTURER MATERIAL AND WORKMANSHIP, ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT;
- n) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- o) MATTRESSES, FRAMES AND CABLING AS WELL AS CONSUMABLES SUCH AS BATTERIES.
- p) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS.
- q) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN;
- r) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- s) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE;
- t) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION;
- u) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT;
- v) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- w) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;
- x) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE

FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION;

y) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES

11. Renewal: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

12. Transferability: This Service Agreement is not transferable

13. Cancellation: You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator toll-free **1-855-409-9118**. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights. Administrator or We may only cancel this Plan for the following reasons: nonpayment by You of the Plan contract price, fraud or material misrepresentation. If We cancel this Plan, the Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

14. Insured Agreement: This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at 1-855-438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022.

Warranty Registration Number

Must Be Registered

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SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within This Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below.

The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

OKLAHOMA only: The Obligor under this Service Agreement is Starr Technical Risks Agency, Inc. (License # 44200902). In the event You cancel this Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Plan, please contact Your selling retailer. In the event We cancel this Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Your protection Plan is already registered.

The Sales receipt number is your registration number.

Please retain sales receipt.

This Limited Warranty Must Be Saved For Service



GBS Service Center

1-855-409-9118

www.gbsent.com