

## If you don't use it, you don't lose it

\*Receive one free mattress protector with purchase of protection plan

\*\*Plus receive one free replacement protector if original becomes unusable

### Special Courtesy Bonus

If you don't file a claim during the Plan Term, you'll receive a courtesy store bonus/credit for the plan purchase amount after the Plan Term has expired, good towards a future purchase. \*Can not be combined with any other promotion.

# Mattress

Five (5) Year

## TOTALCARE Mattress Protection Plan

Thank You for purchasing a **TOTALCARE** Plan from Cardi's Furniture!

#### MAXIMUM PROTECTION PLAN COVERAGE FOR YOUR MATTRESS SET

**Mattress protector must be on the mattress at all times or it will void coverage.**

- Five (5) Years on all accidental household food and beverage stains, stains resulting from human or pet bodily fluids (chronic patterns of behavior are not considered accidental and are not eligible for the protection plan). Mattress pad construction failure such as seams, quilting and loss of elasticity. Once the mattress is replaced due to a stain or issue the protection plan is considered fulfilled and is then terminated.

#### EXCLUSIONS:

The five(5) year Mattress Protection Plan does not cover overall soiling, intentional damage, or damage caused by teeth, beaks, claws or odor. It does not cover abuse. It does not cover incontinence. Cardi's reserves the right to void the Protection Plan if it is determined that the plan failed due to abuse and not manufacturer defect.

#### YOUR PROTECTION PLAN DOES NOT COVER:

- Improper cleaning methods or improper cleaning materials
- Wear and tear, rips, accumulation of stains, overall soiling
- Pet damage from teeth, beaks, or claws
- Intentional misuse or abuse
- Incontinence
- Odor/Mold/Mildew
- Damage caused by transit, delivery, redelivery, product(s) being moved between residences
- REFER TO YOUR PROTECTION PLAN DOCUMENT

Proper care and maintenance of your new mattress is important.

Visit [www.cardis.com/tips](http://www.cardis.com/tips) for tips on how to help protect your investment and keep your mattress looking newer, longer.

#### Important Notes:

- The **TOTALCARE** Plan document covers the incidents listed to the left on your mattress purchase you made today, up to \$25,000 retail value
- This protection plan provides coverage from date of delivery of your mattress
- This plan will not improve the quality of your mattress

#### Service Process:

- **Mattress law tags must be intact/attached.**
- If the technician cannot successfully clean the stain or resolve the problem with parts or repair, The **TOTALCARE** Plan will replace the affected item **ONE TIME** at its original value. The policy on that piece expires upon replacement of the item. Old item needs to be returned when **NEW** replacement product is delivered.
- Customer is responsible for delivery charges on replacement product.
- Plan includes one time mattress protector replacement **if defective**.

I have read and understood this document and the attached Terms and Conditions provided by Cardi's Furniture.

Customer Signature:

Sales Order #:

Your protection plan is already registered.  
The sales receipt number is your registration number.  
Please retain sales receipt.

To file a claim:  
1. Visit [www.cardis.com/customerservice](http://www.cardis.com/customerservice)  
2. Email [totalcare@cardis.com](mailto:totalcare@cardis.com)  
3. Call 1-844-4-NIROPE (1-844-464-7673)

**Claims filed after 7 days  
of noticing stains  
will not be honored**

\*This courtesy bonus/credit may not be combined with any other promotion or discount. This store bonus/credit is not a part of your Protection Plan Agreement.

This promotional piece does not represent an agreement for coverage. Exclusions and limitations may apply. Please refer to your protection plan document for specific coverage details.

**Cardi's** **RI** DESIGN CENTER  
FURNITURE • MATTRESSES DESIGN • HOME • FURNISHINGS

**ASHLEY**  
**STORE COPY**

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**CUSTOMER COPY**

# Mattress TOTALCARE 5 Year Protection Terms & Conditions

- DEFINITIONS:** Throughout this Service Contract ("Plan") the words (1) "you" and "your" refer to the purchaser of this Plan as shown on the invoice and/or cash register receipt; "we", "us", "our" refer to the company; (2) "product" refers to product sold and used for residential purposes (personal, family or household use) that is constructed of upholstered fabric that are purchased concurrently with this Plan; (3) "retailer" indicates the store or outlet where you purchased the product(s) and this Plan.
  - Agreement:** In return for your purchase of this Plan, we agree to provide the benefits stated herein during the term as described below. This plan is inclusive of the Manufacturer's Warranty; **it does not replace the Manufacturer's Warranty, but provides certain additional benefits during the term of the Manufacturer's warranty. Losses covered by the manufacturer during the Manufacturer's warrant period are not covered under this plan and are the responsibility of the Manufacturer.**
  - Product covered by this plan:** Residential furniture ONLY. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of this Plan.
  - Coverage:** Five (5) years from the date you take delivery of your new product; this Plan provides you coverage for stains and/or damage on Fabric, Microfiber, resulting from:
    - service, maintenance, repair, or replacement necessitated by any loss of use or stain or damage resulting from any cause other than normal usage, such as, but not limited to, loss of use or stains or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or stain or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, corrosion, appliance malfunction, insect infestation, damage or stains caused by terrorism, fire, flood, water damage, windstorm, hail, earthquake, smoke, or other heat source, exposure to the cold, theft, negligence, riot, or any other peril; Acts of God, special, indirect, incidental, or consequential damages whether in contract, tort, or negligence; preventive maintenance;
    - claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer; initial installation, assembly or hookup of your product(s);
    - removal and reinstallation, except as determined by us; any circumstances for any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the product(s);
    - crushing, scratches of any type other than those expressly stated in the coverage section, unreasonably excessive loads leading to breakage of structural components; products no longer in your possession.
- Accidental Stains or Damage:**
- All accidental stains, nail polish, sweating, pet or human bodily fluids.
- This Plan will provide for the repair or replacement of your covered product. We will make every attempt to clean your product(s). Upon receiving a claim covered by this Plan we will provide advice and/or products to aid in stain removal. If the stain persists, you may receive a no charge in-home visit by a professional technician.
- If we are unable to clean your product and a replacement is authorized. If a replacement selection is higher in value than the original it is your responsibility to pay for the difference in value. If a replacement selection is of lesser value there will be no credit given for the difference in value. This Plan only covers the product(s) listed on sales receipt. **We will not replace matching pieces of product(s) that is/are not damaged or otherwise not eligible for coverage under this Plan.**
- If we replace your covered product, the original product will become our property. **Products that are replaced under this Plan are no longer covered by this Plan (this does not include other pieces covered under this plan that were not damaged).** You may purchase another Plan for such replaced product(s) to cover those product(s) if the replaced product(s) is/are not a part of a matching set.
- Customer is responsible for delivery charges on replacement product.**
- Mattress protector must be on the mattress to be covered under this plan. Protectors are water resistant, not waterproof and not for toilet training or incontinence.**
- YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN:** Proof of Purchase: Each time that you request service as provided by this Plan, you must make available for inspection by the Provider a copy of this Plan, along with the original dated invoice and/or cash register receipt that clearly indicates your purchase of this Plan, and the product to be covered by this Plan. These documents will confirm your eligibility to receive service under this Plan. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of the Plan. This Plan is not a maintenance or cleaning contract. In order to receive coverage under this Plan, you must have maintained your product as recommended by the manufacturer or using our approved recommended product(s). Any variation from the manufacturer's or our recommended maintenance plan may cause your claim to be denied. **Mattress law tags must be intact/attached.**
  - IF YOU NEED SERVICE:** Contact Customer Service via [cardis.com](http://cardis.com) to file a claim online, 24 hours a day, within seven (7) days from the date you discovered the stain. Claims submitted after the expiration date or outside of the reporting time period of your Plan will not be accepted. In-home service will be provided on your product. Cleaning will be performed at your residence. An adult (of legal age) must be present at your home when the on-site service is performed.
  - DELAYS:** We will exercise reasonable efforts in providing service under this Plan, but we shall not be liable for any damage arising out of delays; and in no event shall we be liable for consequential damage. In the event your repair requires more than thirty (30) days to complete, the expiration date of your Plan will be extended by the total number of days, in excess of thirty (30) days, that were required to complete the cleaning.
  - MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the manufacturer is responsible for product(s) and service covered under its warranty.
  - WHAT IS NOT COVERED:** Anything not specifically listed in the "COVERAGE" section of this Service Plan is excluded. Service or replacement is limited to the damaged product(s) only. The total value of such replacement is limited to \$25,000.  
**this Plan coverage does not cover:**
    - damage caused by improper cleaning methods or improper cleaning materials;
    - damage caused by the application of topical treatments that damages the product(s);
    - damage resulting from cleaning methods or products other than those recommended by us and/or the product manufacturer;
    - secondary and/or collateral damage;
    - damage caused by failure to comply with the manufacturer's warranty;
    - any costs or damage from repair and/or cleaning by anyone without written authorization from us;
    - damage caused by service, maintenance personnel or contractors;
    - loss of resiliency;
    - damage caused by transit, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
    - damage to product by incontinence, mold or mildew; fading, color loss, discoloration;
    - any manufacturer recall;
    - accumulation of dirt and debris and/or damages due to the failure to care for or the improper care of your product;
    - wear and tear to fabrics and mattress, such as accumulated soiling from everyday use including body oil, hair oil, pet damage from teeth, beaks, or claws;
    - products sold that are stained and/or damaged at the time of purchase;
    - products used for commercial or institutional purposes, home day care, rental purposes or products sold "as-is" "pre-owned", rental, or non-residential product;
    - insect infestation
    - odor removal
  17. **LIMITATION OF LIABILITIES:** Our limit of liability for any claim under this service contract is the cost to repair your covered product in accordance with the terms of this service contract, not to exceed the retail purchase price of the covered product. Please note, under no circumstances are we liable for any special incidental, indirect, or consequential damages, even if we are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation or such damages, so the above exclusion or limitation may not apply to you.
- 10. What you must do:** You must perform maintenance, minor adjustments and periodic inspections as explained in the product manufacturer's owner's manual. Should your covered product become damaged, you must submit a claim for coverage within seven (7) days from the date you discovered the damage. You are to take the necessary steps to protect your product against any further stain or damage. Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product(s) is your responsibility.
- 11. Renewals:** This Plan is not renewable.
- 12. Transfer:** This Plan is not transferable.
- 13. Important information:** If you do not cooperate with the reasonable requests of Plan Provider, there will be no coverage under this Plan. 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 not authorized by the Plan Provider. 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 Plan, 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 judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
- 14. Our Obligations: CARDI'S MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS IN THIS LIMITED WARRANTY ARE DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. It is agreed that in the event of a breach of any warranty and if permitted by applicable law, the liability of Cardi's shall be limited to the repayment to the buyer of the purchase price paid upon the return of the nonconforming goods, and Cardi's shall not be liable for any other damages, whether direct or consequential.**
- 15. Cancellation:** You may cancel this Plan at any time for any reason by mailing a written request for cancellation and the original copy of this Plan to the Provider at, Cardi's Furniture, 1 Furniture Way, Swansea, MA 02777, Attn: TotalCare. If you cancel this Plan within the first 30 days after receipt of this Plan and have not made a claim, you will receive a full credit. If you cancel after the first 30 days from receipt of this Plan or at any time after we have paid a claim, you will receive a pro rata credit based on the time remaining on Your Plan, less an administrative fee, not to exceed 10% of the price of the Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. If we cancel, you shall be credited the unearned pro rata purchase price of this Plan, less any claims paid. We may not cancel this Plan except for a) fraud, b) material misrepresentation, c) non-payment by you, d) violation of any of the terms and conditions of the Plan, and e) if required to do so by any regulatory authority. If this Plan was inadvertently sold to you on a product, which was not intended to be covered by this Plan, we will cancel this Plan and return the full purchase price of the Plan to you.
- 16. Deductible:** There is no deductible payment required for the coverage described in this Plan. This is not a contract for insurance. Under this agreement, this coverage applies to any location within our normal scheduled delivery area. (CT, MA, NH & RI)

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**this Service Plan Must Be Saved For Service**

Go to [cardis.com](http://cardis.com) to:  
› file a claim  
› learn more about furniture

**CUSTOMER  
COPY**