

OFFICE DEPOT

FURNITURE - Terms and Conditions

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions together with your sales receipt constitute the entire agreement.

The Obligor under this Plan is American Home Assurance Company ("AHAC") in the provinces of Alberta, British Columbia, New Brunswick, Nova Scotia, Saskatchewan, and Yukon. In all other provinces, AIG Warranty Services Company of Canada ("AWSCC") is the Obligor. AHAC and AWSCC can be contacted at 2000 McGill College Avenue, Suite 1200, Montreal, Quebec H3A 3H3. The administrator under this Plan is Warranty Company of Canada WCC Inc. ("WCC"). WCC can be contacted at the address and number listed at the end of this Plan.

1. **Definitions:** Throughout these terms and conditions ("Plan"), the words, "we", "us", and "our" refer to the Obligor. "Dealer" refers to the entity from which you purchased this Plan. "You" and "your" refer to the Plan Holder or the person to whom it was properly transferred. "Product" refers to each consumer item that is covered by this Plan.
2. **Term:**
 - a. **Repair Plans:** The term of this Plan commences upon date of product delivery.
 - b. **Replacement Plans:** The term of this Plan commences upon expiration of the manufacturer's warranty.
3. **Coverage:** Coverage under a Repair Plan begins as of the date of product delivery; Replacement Plan coverage begins as of the expiration date of the manufacturer's warranty. The Repair Plan provides for the cleaning, repair or replacement of your product to normal operating condition after it has failed due to defects in materials, workmanship or normal wear and tear. There is no deductible under any Plan. There is no limit to the number of pieces of furniture that can be covered under a single Plan, provided the combined prices of such items do not exceed the limit of the Plan purchased. This Plan covers qualifying products sold in Canada only.
 - a. **Replacement Plans:** If you have purchased a Replacement Plan, your product will be replaced, not repaired or cleaned. Call **1-866-540-0013** to begin the replacement process. You may be required to ship the defective product to a designated location for inspection. All costs related to shipping and insurance are covered under this replacement coverage. If your product qualifies for replacement, you will receive an Office Depot Merchandise Card in the amount of the original purchase price of the product, excluding sales tax, or a new or remanufactured product of like kind and quality at our discretion. Once the replacement process is completed for a product, then for that product this Plan is considered fulfilled and coverage ends. If your product is found to be non-defective, it will be returned to you.
 - b. **On-Site Service:** If on-site service is included with your Plan, you must provide a safe, non-threatening environment for our technicians in order to receive on-site service. Due to environmental and technical requirements, if certain repairs must be made at another location, this Plan will cover all shipping and handling costs. On-site service will be provided during regular business hours, local time, Monday through Friday, except National holidays. Damages not listed here are not covered under this Plan.
 - c. **All Plans Cover the Following:**
 - i. **Furniture Structure:** defective workmanship in assembly and manufacture; electrical component defects when an integral part of the furniture including water bed heaters; loss of silvering on mirrors; inherent defects of structural framing material such as the breaking or major warping of large wood members; the breaking or bending of metal components, i.e., springs recliner or sleeper mechanisms;
 - ii. **Solid Wood Veneered or Plastic Laminated Furniture:** checking; cracking; lifting; liquid water marks from normal household food and beverage products; minor heat marks up to one inch in length; peeling;
 - iii. **Fabric or Vinyl Upholstered Furniture:** loss of latex backings from normal use; seam slippage or early wear-through in upholstery due to defective materials or workmanship; rips or tears due to normal indoor residential household use; excessive loss of foam resiliency to cushions and backs;
 - iv. **Leather Upholstered Furniture (except naked leather or suede products):** cracking; minor heat marks up to one inch in length; peeling; scaling of the product finish as a result of defective workmanship or materials; seam slippage or early wear-through in upholstery due to defective materials or workmanship;
 - v. **Stain Coverage:** beverages; food; human bodily fluids (excluding the elimination of odors); mildew; mold; pet bodily fluids (excluding the elimination of odors); as a result of normal household use.
4. **Registration:** You will be required to register your product in order to validate this Plan. You may register your product online by using the registration software provided by your dealer or by contacting us at **1-866-540-0013, 24 hours per day, 7 days per week.**
5. **Plan Limits of Liability:** The combined payments of all claims for any one product covered under this Plan shall not exceed the original purchase price of that product excluding taxes. If we determine that a product is not repairable, we may replace it with one of like kind and quality or, at our discretion, you may receive an Office Depot Merchandise Card in the amount of the original purchase price of that product, excluding taxes. If a product is replaced after the expiration of the manufacturer's warranty, this Plan is considered fulfilled and coverage ends for that product. Each remaining product is covered until it is replaced, its claim limit is reached, or the Plan term expires.
6. **Your Responsibilities:** You must follow the instructions that are in the owner's manual for proper use, care and maintenance of your product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. Should spills occur, blot (do not rub) the spill with a dry, clean towel. Before performing any cleaning steps, check for colorfastness of the fabric by blotting an inconspicuous portion of the fabric with a wet cloth. If color lifts, DO NOT PROCEED.
7. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
8. **If Your Product Needs Service:** You may begin the claims process by calling **1-866-540-0013, 24 hours per day, 7 days per week.** Repair and/or cleaning services will be available during regular business hours, Monday through Friday, and will be provided by an authorized service provider. After we authorize your claim, you may arrange for service and we will cover the reasonable cost for parts and labor that we authorize. **AT OUR OPTION, REPLACEMENTS WILL BE NEW, REMANUFACTURED, OR NON-ORIGINAL MANUFACTURER'S PARTS OR PRODUCTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** If we determine that your product cannot be repaired, we may replace it with one of like kind and quality; or at our discretion, you may receive an Office Depot Merchandise Card in the amount of the original purchase price of that product, excluding taxes. Once a product is replaced, then for that product this Plan is considered fulfilled and coverage ends. If we determine that a product is not repairable, you may be required to ship the defective product, at our expense, to a designated location for inspection. After the inspection, if the product does not qualify for replacement, it will be returned to you. Once a product is replaced, then for that product this Plan is considered fulfilled and coverage ends.

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9. **Availability of Services:** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or Acts of God.
10. **Insurance Policy:** If you purchased your product in Alberta, British Columbia, New Brunswick, Nova Scotia, Saskatchewan or Yukon, this Plan is an insurance policy provided by AHAC. If you purchased your product in any other province or territory, this Plan is secured by an insurance policy issued by AHAC. If you fail to receive a cancellation refund, claim payment, service or replacement product within 60 days of submitting the request, or you are otherwise dissatisfied, you may submit the claim directly to the insurance company at American Home Assurance Company, 2000 McGill College Ave., Ste. 1200, Montreal, Quebec, H3A 3H3.
11. **Exclusions – What Is Not Covered:**
- a. Any part or material designed to be consumed during the life of the product, such as but not limited to, accessories, attachments;
 - b. Costs or damage resulting from: improper electrical wiring and connections; using a product in any manner or combination that is outside the guidelines approved by the manufacturer;
 - c. Coverages that are not listed in this Plan;
 - d. Damage incurred prior to the effective date of coverage;
 - e. Damage or costs resulting from unauthorized modifications, alterations, repairs or repair personnel; negligence, misuse, abuse;
 - f. Inaccessible products or parts;
 - g. Failure, inoperability, or disruption of any product or product functions due to any manufacturer defect that occurs during the manufacturer warranty period unless otherwise noted above.
 - h. Failures, damage or loss caused by any physical force or object that is external to the product, whether accidental or intentional, including but not limited to: any disaster, whether natural (Acts of God) or man-made, whether local or catastrophic, general conditions of the environment such as: abuse; acts of war; animals (other than pet stains); civil disorders; corrosion; dust; earthquake; extreme temperatures; fire; liquid immersion; malicious mischief; mildew; misuse; mold; negligence; nuclear accident; riot; rust; storm; theft; vandalism;
 - i. Glass contained in/on including but not limited to, tabletops, cabinet doors, etc.;
 - j. Loss and/or theft of the product;
 - k. Loss or damage to the product while in storage or in the course of transit, delivery, or redelivery;
 - l. Normal periodic or preventative maintenance, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
 - m. Outdoor furniture, patio furniture, ready-to-assemble or "AS IS" furniture, wicker, rattan, or furniture used for rental or located in screened rooms where the furniture may be directly or indirectly exposed to the elements;
 - n. Repair or replacement covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure;
 - o. Repair or replacement due to failure to properly install, operate, maintain, or clean the product in accordance with the local codes and the manufacturer's printed instructions;
 - p. Special, indirect, or consequential damages; loss of use; personal items left in the product to be repaired; products that are not listed in the Plan; an inaccessible product or part;
12. **Renewal:** Repair Plans may be renewable. Call **1-866-540-0013** to begin the renewal process. The renewal price will reflect the age, condition of the product, and current service costs at the time of the renewal. Replacement Plans are not renewable.
13. **Transfer:** This Plan may be transferred to an eligible party to whom you sell or give all products under this Plan while it is in force. For more information, please call **1-866-540-0013** or send your request in writing within fifteen (15) days of transfer to the administrative address cited below. Include your name and Plan number, and the name, address and phone number of the new owner.
14. **Cancellation:** You may cancel this Plan for any reason within thirty (30) days of purchase and receive a full refund if no claims have been paid or the product has not been replaced. After thirty days from the date of purchase, no refunds will be provided. To cancel this Plan, submit your request in writing to the administrator at the address cited below. Neither the Dealer nor we can cancel this Plan except in the event of your fraud, material misrepresentation or failure to pay the Plan price.
15. **Entire Agreement:** This Plan is intended by the parties to be a final statement of their agreement with respect to the terms and conditions set forth herein, it sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all other prior or current understandings or agreements between them, whether written or oral. No other document not attached hereto, or specifically referred to herein shall be deemed a part of this Plan, and this Plan may not be modified or amended except in writing.

Residents of British Columbia: Disclosure Notice under the British Columbia Financial Institutions Act.

The British Columbia Financial Institutions Act requires that the information contained in the Disclosure Notice be provided to a customer in writing prior to the customer entering a financial transaction. "This transaction is between you and American Home Assurance Company. In arranging the transaction described above, **Office Depot**, by whom this sales associate is employed, is representing American Home Assurance Company. The nature and extent of the interest of **Office Depot** in American Home Assurance Company is none. The nature and extent of the interest of American Home Assurance Company in **Office Depot** is none. Upon completion of this transaction, **Office Depot** will be remunerated by way of a fee paid out of the purchase price of the Contract. The Financial Institutions Act prohibits American Home Assurance Company, **Office Depot** and/or the sales associate from requiring you to transact additional or other business with the financial institution or any other person or corporation as a condition of this transaction."

Administered by:
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