

## SERVICE AGREEMENT THE BRICK WAREHOUSE LP (“THE BRICK”)

### ADJUSTABLE BASE SERVICE PLAN AGREEMENT TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSIONS

This Certificate contains all terms and conditions (“Terms”), limitations and exclusions (“Limitations and Exclusions”) of The Adjustable Base Protection Plan(s) (“Plan”) purchased and paid for as shown on your original invoice (“Invoice”), and is to be read together with your Invoice evidencing the adjustable base purchase (hereinafter the “Product”) and the appropriate Plan purchased. “You” or “Your” refers to the customer(s) named on the Invoice.

**\*\*IMPORTANT: CAREFULLY REVIEW THIS CERTIFICATE WITH YOUR INVOICE AND KEEP THEM SECURE, AS BOTH DOCUMENTS MUST BE PRESENTED UPON REQUEST FOR SERVICE TO THE PRODUCT. \*\***

#### SERVICES OFFERED

By you purchasing and paying for the Plan, The Brick Warehouse, on and subject to the Terms and Conditions, Limitations and Exclusions set out in this Certificate, represents that materials and workmanship incorporated into the Product is free of defects, such that the Product shall not fail as a result of defects in materials or workmanship and will perform under normal domestic or personal use within Canada during the protection period for your Product. The commencement date for the Plan commences on the date you receive your Product, as set out on your invoice.

Each manufacturer has different coverage for parts, service and labor. Services provided under this Plan follow the first year of ownership or the expiry of Your manufacturer’s stated coverage for parts and labor, whichever length of time is greater. This Plan covers costs resulting from mechanical or electrical failures of the Product caused by defects in workmanship and materials for a period of up to 10 year(s) from the Plan commencement date (“Protection Period”). The Brick Warehouse will repair or replace (at no cost to You) any Product part including electronics, electrical components, drive motors, massage motors and remote controls to the standard operating condition. Repairs to, or replacement of, the Product or its components under the terms of this Plan supplements Your manufacturer’s coverage, which is the primary coverage. The decision to repair or to replace defective parts under this Plan shall be made by The Brick Warehouse at its option and in its sole discretion

#### POWER SURGE PROTECTION

Your Plan protects against operational or mechanical failure of a covered Product resulting from a power surge, but does not cover further consequential damage. The use of an approved surge protection is required in order to receive benefits under the surge protection feature of this Plan.

#### REPAIR OR REPLACEMENT PROTECTION

If the Product cannot be repaired, The Brick Warehouse, at its option, will offer a settlement and/or replace the Product. Should the original Product item no longer be available, technological advances may result in a replacement product with a lower selling price than your original Product; The Brick Warehouse will not provide any reimbursement based on any replacement product cost difference. The Brick Warehouse will make every reasonable effort to replace the defective Product with one of the same model/features/color; however, The Brick Warehouse reserves the right to replace the defective Product with one of equal or similar features and functionality. Replacement product(s) are ineligible for continued coverage under your original Plan. A new Plan for the replacement Product(s) may be purchased. Product replacement authorizations are valid for 30 days. In any event, credit cannot be used for purchase of Extended Warranty, delivery or service.

If for any reason, The Brick Warehouse, at its option, supplies a replacement or settlement for the Product under this Service Agreement (the “Replacement Product”) the coverage hereunder is then deemed to have been fully expended on that piece only, notwithstanding the Protection Period. This warranty is not transferable from one owner to another.

REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY OF THE PURCHASER. THERE SHALL BE NO LIABILITY ON THE PART OF THE BRICK WAREHOUSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGE, CLAIM, OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS WARRANTY.

#### YOUR RESPONSIBILITIES

You must follow the instructions for proper use in the owner’s manual provided by the manufacturer for the covered Product. Failure to use the Product according to the manufacturer’s instructions may result in a denial of coverage under this Plan.

#### WHAT IS NOT COVERED: LIMITATIONS AND EXCLUSIONS

- The Adjustable Base Warranty Plan does not include the Mattress
- Normal wear and tear from everyday use
- Failure to operate the Product in accordance to the manufacturer’s instruction and guidelines
- Repairs to the Product carried out by anyone other than authorized agents of The Brick, and damage(s) resulting therefrom;
- Willful abuse, neglect or misuse of the Product;
- Any Product sold without a manufacturer’s warranty
- Failure to file a claim within 14 days (as this can impact our ability to repair/replace the Product);
- Any commercial or rental use of the Product;
- Damage(s) to the Product caused by fraud, intentional acts, transportation, improper use, or acts of God or of nature;
- Failure to protect the covered Product from further damage following a failure
- Any previous issues or defects with the Product prior to the effective date of this Plan
- Delivery or related auxiliary fees or services;

- Insect or pest infestations and measures for any treatment and control thereof;
- Damage to mattresses, fabric, cables, remote control, electrical cords or modifications of the Product
- If the recommended weight restrictions are not followed (Twin / Twin Extra Long / Full / Full Extra Long/ Queen / Split Queen / King / Split King: 850 pounds), the Plan coverage will be void
- Damage or Product failure covered by Your specific manufacturer's stated coverage for "parts and labor"
- Cleaning, preventative maintenance, or customer use education provided in the manufacturer's Product Manual
- Anything not expressly specified in this Certificate as being covered under the Plan

## OUR SERVICE PROVIDER

This Plan provides "In-Home" repair service through The Brick Warehouse's preferred servicer, Trans Global Service ("TGS"). TGS will provide repair services required as a result of defects in materials or workmanship in the Product according to the manufacturer's guidelines. The Brick Warehouse may also use licensed independent contractors to perform service under this Plan. "In-Home" service is decided by our TGS service zone Network, and or within 50 KM of the original purchasing retailer location.

Service technicians are not responsible for moving furniture, removing headboards and footboards or any other items required to perform maintenance of the Product. This Plan does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs or expense.

## CUSTOMER EXPERIENCE

If the Product fails to perform during the Protection Period under normal domestic or personal use within Canada as a result of defects in materials or workmanship only (subject to the Terms, Limitations and Exclusions set out in this Certificate), The Brick Warehouse will repair, at its option, such defective Product, or any defective part(s) incorporated into the Product, without charge to you for parts and labor. Contact your original purchase location for all service related inquiries or to begin any warranty repair claims.

## CANCELLATION

You may cancel this Plan within 30 days of the purchase date indicated on your Invoice and will receive a full refund of the purchase price you paid for it. Contact your original purchase location to request a cancellation. After the cancellation date requests for service will not be considered under this Plan.

## PROCEDURE ON CANCELLATION BY TGW

The Brick Warehouse may cancel this Plan if, based solely upon its determination, The Brick Warehouse cannot reasonably perform any of its obligations hereunder because of the unavailability of any replacement part, component or Product or because of the lack of a repair depot or unavailability of a service provider acceptable to The Brick Warehouse within reasonable proximity to you.

The right of The Brick Warehouse to cancel this Plan shall be exercised by The Brick Warehouse by sending to you:

- Written notice of cancellation of this Plan; and
- A refund of the full amount of the charge paid by you in consideration for the Plan.

This Plan shall be void conclusively and for all purposes, and thereafter The Brick Warehouse shall be fully relieved of and from all its obligations and liabilities hereunder.

## FULL CIRCLE REDEMPTION BENEFIT

When you purchase an Adjustable Base Protection Plan at any Brick store, the following additional features and benefits will be made available to you from the date of delivery or pick-up of your new Product:

You will be entitled to a credit in an amount equal to the price paid (less taxes) (the "Credit") for the extended warranty you purchased if no claims have been made under the Extended Warranty you purchased. The Credit may be redeemed at any Brick store towards your next Furniture, Mattress and/or related Accessories purchase of \$400.00 or more within 90 days after the date your Plan expires. The Credit redemption is available only after expiration of the claims free warranty period of the Plan, and has no cash value and cannot be applied to previous purchases. Any unredeemed Credit amounts will be forfeited automatically upon expiration without notice. See in-store for complete details.