



ROOMS TO GO ForceField® FABRIC PROTECTION 3-YEAR LIMITED WARRANTY AND DISPUTE RESOLUTION/ARBITRATION AGREEMENT

The Limited Warranty and Dispute Resolution/Arbitration Agreement below are binding agreements between you and the Rooms To Go affiliate making this sale, which is referred to as "RTG," "we" or "us." For purposes of the Limited Warranty, "you" means the original consumer purchaser. For purposes of the Dispute Resolution/Arbitration Agreement, "you" means any person or entity who signs the Sales Order or on whose behalf it is signed and any privies, and any person or entity who receives, accepts, or uses the purchased products or services. All such persons and entities are expressly intended beneficiaries of the Dispute Resolution/Arbitration Agreement. These two agreements are expressly intended for the benefit of all Rooms To Go affiliates and their parent companies, subsidiaries, divisions, shareholders, members, directors, officers, employees, representatives, predecessors, successors, and assigns. These agreements may not be changed except by a signed written agreement. If any part of any of these agreements is found invalid or unenforceable, then the other parts shall remain in full force and effect, except that if any part of Section 2 of the Dispute Resolution/Arbitration Agreement is found invalid or unenforceable, then Sections 1 and 3 of the Dispute Resolution/Arbitration Agreement will be null and void.

LIMITED WARRANTY

This Limited Warranty is valid for **three (3) years** from the date of delivery and only for the original consumer purchaser of the ForceField® Fabric Protection, which consists of: (1) the application of ForceField® Fabric Protectant, and (2) the ForceField® Fabric Cleaner. This Limited Warranty is non-transferrable. RTG warrants that the ForceField® Fabric Protection will protect your furniture from **food and beverage stains** for a period of **three (3) years** from the date of delivery. This Limited Warranty does not apply to any other stains including but not limited to those caused by: abuse, human or animal bodily fluids, acids, dyes, bleach, chemicals, corrosives, flood, weather, including, without limitation, wind, lightning or hail, general or normal wear and tear or soiling, vandalism, fire, abrasion (including, without limitation, stone or sand abrasion), inks, plant food or fertilizer, burns, acts that may cause abnormal discoloration or deterioration, negligence, alteration, misuse, or mishandling. This Limited Warranty does not apply if the fabric has been cleaned with any cleaner other than the ForceField® Fabric Cleaner or has been repaired or replaced unless it has been re-treated with ForceField® Fabric Protectant by a Rooms To Go representative. This Limited Warranty does not cover damage already covered by any other warranty express or implied.

To obtain service under this Limited Warranty, the original consumer purchaser must first attempt to clean the affected area with the ForceField® Fabric Cleaner provided to you at the time you purchased the ForceField® Fabric Protection. If the stain remains, you should call Rooms To Go customer service at 1 (800) 766-6786 and if Rooms To Go determines that this Limited Warranty applies, Rooms To Go may choose among the following options at its sole discretion: (1) attempt to clean the stained area and re-apply ForceField® Fabric Protectant to any cleaned area at no charge, (2) provide replacement parts or upholstery and install the parts or upholstery, or (3) replace the stained furniture with the same item, or if the furniture is discontinued or not available, allow the purchaser to select a new piece of furniture of equal value and quality. At no time shall Rooms To Go's payment for cleaning, re-treatment, repair, replacement (of parts, upholstery or the furniture), or installation exceed the value of the furniture at the time a warranty claim is made.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, RTG IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTY. Some states do not allow the exclusion or limitation of consequential or incidental damages so the above limitation or exclusion may not apply to you.

DURATION OF IMPLIED WARRANTIES: RTG EXPRESSLY LIMITS THE DURATION OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE LIMITED WARRANTY PERIOD OF THREE (3) YEARS FROM THE DATE OF DELIVERY. RTG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AFTER EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. ANY DISPUTES ARISING UNDER THIS LIMITED WARRANTY ARE SUBJECT TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT BELOW.

THIS LIMITED WARRANTY APPLIES ONLY TO ITEMS ON YOUR SALES ORDER THAT INDICATE "FORCEFIELD PROTECTION"

NOTICE OF DISPUTE RESOLUTION/ARBITRATION AGREEMENT – READ THE NEXT PAGE CAREFULLY. IT CONTAINS A DISPUTE RESOLUTION/ARBITRATION AGREEMENT THAT APPLIES TO THIS WARRANTY AND AFFECTS YOUR RIGHTS

DISPUTE RESOLUTION/ARBITRATION AGREEMENT: READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR RIGHTS.

1. Mandatory Arbitration: YOU AND RTG AGREE THAT ANY DISPUTE OR CLAIM BETWEEN YOU AND RTG OR ANY ROOMS TO GO AFFILIATE OR ANY OF THEIR PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, OR ASSIGNS, INCLUDING BUT NOT LIMITED TO ANY DISPUTE OR CLAIM THAT RELATES IN ANY WAY TO ANY PRODUCT OR SERVICE SOLD OR DISTRIBUTED BY RTG, TO ANY TRANSACTION WITH RTG, TO ANY WARRANTY, TO THE TERMS AND CONDITIONS OF SALE, TO THE FINANCING OF ANY PURCHASE FROM RTG, OR TO THE COLLECTION OR STORAGE OF PERSONAL INFORMATION, INCLUDING DISPUTES OR CLAIMS UNDER FEDERAL OR STATE STATUTES OR TORT LAW (“DISPUTE”) MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY, EXCEPT THAT YOU OR RTG MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS. This Dispute Resolution/Arbitration Agreement (“Agreement”) applies to Disputes arising before, on, or after the date of your purchase of the ForceField® Fabric Protection, regardless of whether any warranty is in effect.

You and RTG waive the right to a trial by jury and any right to have a Dispute heard in court. In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator’s decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator’s award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association (“AAA”) will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA’s Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA’s Commercial Arbitration Rules will apply. The AAA’s rules and a form that can be used to initiate arbitration proceedings are available at www.adr.org or by calling 1-800-778-7879. You and RTG agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Agreement.

The Federal Arbitration Act (“FAA”) applies to this Agreement and governs its interpretation and enforcement. The arbitrator will decide all issues relating to the interpretation, scope, and application of this Agreement, the Terms and Conditions of Sale, the Limited Warranty and any other warranty, except that a court will resolve any question regarding the validity or enforceability of Section 2 of the Agreement. The term “Dispute” and the requirement to arbitrate will be broadly interpreted. The Agreement will survive termination of any warranty.

2. Arbitration Class Action Waiver: You and RTG agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated, or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section 2 invalid or unenforceable, then Sections 1 and 3 of the Agreement will be null and void.

3. Fees and Costs in Arbitration: If your total damage claims are \$25,000 or less, not including your attorneys’ fees: (1) the arbitrator may award you your reasonable attorneys’ fees, expert fees, and costs if you prevail in the arbitration; (2) the arbitrator may not award RTG its attorneys’ fees, expert fees, or costs unless the arbitrator determines that your claim was frivolous or brought in bad faith; and (3) RTG will bear all filing fees and administrative fees and either reimburse you for any such fees that AAA requires you to pay upon initiating arbitration or, if you send a written request to Legal Department, 400 Perimeter Center Terrace, Suite 800, Atlanta, GA 30346 before you initiate arbitration, pay to AAA any such fees that AAA requires to be paid upon initiation of arbitration. If your total damage claims are more than \$25,000, not including your attorneys’ fees, then the arbitrator may award the prevailing party all or a portion of its reasonable attorneys’ fees, expert fees, and costs. In arbitrations conducted under AAA’s Consumer Arbitration Rules, (a) RTG will bear the arbitrator’s fees and expenses, and (b) where no disclosed claims or counterclaims exceed \$25,000, the Dispute shall be resolved by the submission of documents only/desk arbitration, except that any party may ask for a hearing or the arbitrator may decide that a hearing is necessary. Except as otherwise provided herein, all filing fees, administrative fees, and arbitrator fees and expenses will be paid in accordance with the applicable AAA rules.

4. Non-Arbitration Class Action and Jury Waiver: You and RTG agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and RTG waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor RTG may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.