

TERMS AND CONDITIONS

Obligors: The companies obligated under this Plan are as follows: If this Plan is purchased in Maine: the retailer from which You purchased this Plan and the Product; if purchased in any other state (except Arizona, Florida, Oklahoma, Texas or Wisconsin) or the District of Columbia: **National Product Care Company**, 175 West Jackson Blvd., Chicago, Illinois 60604; If purchased in Arizona, Oklahoma or Wisconsin: **Service Saver, Incorporated**, 175 West Jackson Blvd., Chicago, Illinois 60604; If purchased in Florida:

National Electronics Warranty Corporation of Florida, (a Service Warranty Association), P.O. Box 1340, Sterling, Virginia 20166; if purchased in Texas: National Product Care Company, dba **Texas National Product Care Company, Inc.**, 175 West Jackson Blvd., Chicago, Illinois 60604.

Instructions: You must keep this Plan and the sales receipt for the Product; they are integral parts of this Plan and You may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement. Your rights under this Plan may vary from state to state.

To Obtain Service: Call N.E.W. 24 hours a day, seven days a week, at (866) 805-9095 for referral to the nearest authorized service center. Please have Your receipt handy and be prepared to tell Us which Product needs replacement and the nature of the problem. You must call N.E.W. prior to having your product replaced; all replacements must be authorized in advance. There is no deductible required to obtain service for Your covered Product. Unauthorized replacements may not be covered. Foreign language assistance is available for Your convenience.

What is Covered:

Replacement Plans for Non-Portable Products: If you purchased a Replacement Plan for a Non-Portable Product, as indicated on your receipt, this Plan covers replacement of the Product resulting from a Breakdown, including those experienced during normal wear and tear, and those manifesting from power surges, which are not covered under any other warranty or service contract. We will replace your product with a replacement product of like kind and quality or at our discretion replace the product with a gift card or check equal to the original purchase price of your product, including taxes, as indicated on your receipt. If Your Product requires replacement, You will be instructed to ship Your Product to Our authorized service center, per Our instructions.

Term of Coverage:

For Replacement Plans for Non-Portable Products: Term and coverage commence upon the expiration of manufacturer's labor warranty and extend for the period indicated on Your sales receipt.

Limit of Liability: For any single claim, the limit of liability under this Contract is the least of the cost of (1) replacement with a product of similar features, or (2) the original purchase price You paid for the Product, as indicated on your sales receipt. The total liability under this Contract is the original purchase price You paid for the Product including sales tax. In the event that We reimburse You for the purchase price You paid for the Product, We shall have satisfied all obligations owed under this Contract.

Replacement Products: We may replace your product with a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PREEXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) ACCESSORIES AND SUPPLIES, INCLUDING: BATTERIES, ANTENNAS, CARTRIDGES, STYLUSES, RECORDS, AUDIO/VIDEO DISKS, TAPES, COMPUTER SOFTWARE OR DISKS, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, BULBS, SPARK PLUGS OR FILTERS; (9) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (10) PHYSICAL OR LIGHTNING DAMAGE TO A SATELLITE DISH (NOT THE RECEIVER); (11) PRODUCTS USED IN COMMERCIAL SETTING OR RENTAL BASIS; (12) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (13) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (14) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT; (15) EXCEPT FOR ONE (1) ANNUAL HEAD CLEANING AND OR ONE (1) ADJUSTMENT FOR LASER-DRIVEN PRODUCTS, PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (16) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (17) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (18) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (19) SCRATCHES, PEELING AND DENTS; (20) UNAUTHORIZED REPAIRS AND/OR PARTS; (21) PARTS FAILURE DUE TO A MANUFACTURER RECALL; (22) EXCEPT FOR REMOTE CONTROLS, ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (23) DAMAGE, WARPING, OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (24) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR TO MAINTAIN THE INTEGRITY OF THE PRODUCT; (25) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (26) PRODUCTS SOLD SECOND HAND OR "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS AND DEMONSTRATION MODELS; (27) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (28) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY (INCLUDING IMAGE GHOSTING) AND/OR PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS; (29) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (30) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS,

DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (31) ALL SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (32) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (33) PLASMA TELEVISIONS USED IN ALTITUDE LEVELS ABOVE 6000 FEET ABOVE SEA LEVEL; AND (34) SERVICE THAT OCCURS OUTSIDE OF THE FIFTY (50) UNITED STATES OF AMERICA AND OUTSIDE THE DISTRICT OF COLUMBIA.

Definitions: (1) **We/Us/Our:** The company obligated under this Plan, as indicated in the "Obligors" section of this Plan; (2) **N.E.W.:** The administrator of this Plan, namely; In all states (except AL, AZ & FL) and DC, National Electronics Warranty, LLC; in FL: National Electronics Warranty Corporation of Florida; in AL & AZ: N.E.W. Warranty Services, Inc.; (3) **Breakdown:** refers to the mechanical or electrical failure of the Product caused by defects in materials/and or workmanship; (4) **Product:** The consumer item(s) which You purchased concurrently with and is covered by this Plan; (5) **You/Your/Warranty Holder:** The individual who purchased the Product and this Plan, or the approved Transferee.

Transfer: This Plan may be transferred to a new owner. You may transfer the balance of this Plan by contacting N.E.W. at 800-861-9387 or P.O. Box 1340, Sterling, VA 20167. Information provided by You must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Cancellation: You may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to N.E.W. at the address listed above. You may cancel this Plan for any reason. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You shall receive a pro rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. We or N.E.W. may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authority. If We or N.E.W. cancels this Plan, You shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price less any claims which have been paid. We or N.E.W. may not cancel this Plan without providing You with written notice at least thirty (30) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. In Alabama, Arkansas, Hawaii, Maryland, Minnesota, Missouri, Nevada, New York, South Carolina, Texas, Washington and Wyoming: If You cancel Your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service Plan, a ten percent (10%) penalty per month shall be applied to the refund.

Renewal: Replacement plans are not eligible for renewal.

Insurance: This is not a Plan of insurance. Obligations of the Obligor under this Plan are insured under a service Plan reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In AL, AR, AK, AZ, CT, GA, IL, KY, MO, MT, NH, NC, NY, OH, OR, TX, UT, WA, WI, and WY only: If You have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Plan and the sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206.

Arbitration: To the extent permitted by applicable law, any controversy or claim arising out of or relating to this Plan, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under this Arbitration provision, You give up your right to resolve any controversy or claim arising out of or relating to this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. The laws of the state of Illinois (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

State Variations:

The following state variations shall control if inconsistent with any other terms and conditions:

ARIZONA ONLY: The following statement is added to the "Cancellation" section of this Plan: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the "WHAT IS NOT COVERED" section of this Plan, exclusion (2) does not apply in the state of Arizona. The following statement is added to the "Arbitration" section of this Plan: Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548.

ARKANSAS ONLY: The following statement is added to the "Insurance" section of this Plan: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of a cancellation. The following statement is added to this Plan: This Plan does not exclude pre-existing conditions.

CALIFORNIA ONLY: The following statement amends the "Cancellation" section of this Plan: In the event You cancel this Plan within sixty (60) days of receipt of this Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after sixty (60) days of receipt of this Plan, You shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made. The following statement is added to the "Arbitration" section of this Plan: This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov.

CONNECTICUT ONLY: The following statement is added to the "Term of Coverage" section of this Plan: The term of this Plan will be automatically extended for the period during which the Product is in the custody of a service center for repair. The following statement is added to the "Cancellation" section of this Plan: You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed. The following statement is added to this Plan: If You purchased this Plan in Connecticut; You may pursue arbitration to settle disputes between You and the provider of this Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Product and cost of repair, and include a copy of this Plan.

FLORIDA ONLY: The following statement is added to the "Cancellation" section of this Plan: In the event this Plan is cancelled by the Warranty Holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the Warranty Holder. In the event this Plan is cancelled by N.E.W., return of premium shall be based upon one-hundred percent (100%) of the unearned pro-rata premium. The "Arbitration" section of this Plan is removed.

GEORGIA ONLY: The following statement is added to the "Cancellation" section of this Plan: If You cancel after thirty (30) days of receipt of Your Plan, You will receive a pro rata refund of the Plan price. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and administrative fees shall not be deducted from any refund owed as a result of cancellation. We or N.E.W. may not cancel this Plan except for fraud, material misrepresentation, or non-payment by You. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. In the "What is Not Covered" section of this Plan, exclusion (2) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Plan. The "Arbitration" section of this Plan is removed.

MICHIGAN ONLY: The following statement is added to this Plan: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

MISSOURI ONLY: The following statement is added to the "Insurance" section of this Plan: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of a cancellation.

NEVADA ONLY: The following statement is added to the "Cancellation" section of this Plan: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the "Arbitration" section of this Plan, any reference to "Illinois" is replaced with "Nevada".

NEW HAMPSHIRE ONLY: The following statement is added to this Plan: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

NEW MEXICO ONLY: The following statement is added to the "Cancellation" section of this Plan: If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan. If You cancel Your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within sixty (60) days of receipt of the returned service Plan, a ten percent (10%) penalty per month shall be applied to the refund.

NORTH CAROLINA ONLY: The following statement is added to the "Cancellation" section of this Plan: We or N.E.W. may not cancel this Plan except for nonpayment by You or for violation of any of the terms and conditions of this Plan. The following statement is added to this Plan: You understand that the purchase of this Plan is not required to purchase or to obtain financing for the Product.

OKLAHOMA ONLY: The "Cancellation" section is deleted and replaced by the following: You may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to N.E.W. at the address listed below. You may cancel this Plan for any reason. In the event You cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after 30 days of receipt of this Plan, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or N.E.W. may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If we or N.E.W. cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata premium. We or N.E.W. may not cancel this Plan without providing You with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for

cancellation. The following sentence is added to this Plan: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

OREGON ONLY: The "Arbitration" section of this Plan is removed.

SOUTH CAROLINA ONLY: The following statement is added to this Plan: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

TEXAS ONLY: The following statement is added to the "Cancellation" section of this Plan: If You cancel Your Plan within thirty (30) days of receipt of Your Plan, Your Plan will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Plan, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to this Plan: If You purchased this Plan in Texas, unresolved complaints or questions concerning the regulation of service Plans may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202.

UTAH ONLY: The following statement is added to the "Cancellation" section of this Plan: We can cancel this Plan during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for nonpayment of premium and thirty (30) days prior to the cancellation date for any of the following reasons (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan, (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Plan number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. The "Arbitration" section of this Plan is removed and replaced with: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. The following statement is added to this Plan: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

WASHINGTON ONLY: The following statement amends the "Insurance" section of this Plan: If You have filed a claim in writing under this Plan and the Obligor fails to pay or provide service on a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of the Plan and sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206.

WISCONSIN ONLY: In the "What is Not Covered" section of this Plan, exclusion (20) is removed. The following statement is added to the "Cancellation" section of this Plan: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Plan. The following statements are removed from the "Arbitration" section of this Plan: You give up your right to resolve any controversy or claim arising out of or relating to this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. The following statements are added to the "Arbitration" section of this Plan: No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, this arbitration provision becomes null and void. The following statement is added to this Plan: **This Plan is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.** You should furnish proof of loss to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Plan. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim.

WYOMING ONLY: The following statement is added to the "Arbitration" section of this Plan: In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

To obtain a large-type copy of the terms and conditions of this Plan, please call 1-800-861-9387.

Administered by:
N.E.W.
P.O. Box 1340, Sterling, VA 20167
1-800-861-9387
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