

Service Contract Administrator/Obligor:

Warrantech Consumer Product Services, Inc. or WCPS of Florida, Inc. (WCPS)
P.O. Box 1189
Bedford, TX 76095
Telephone: (800) 228-2731

CONGRATULATIONS

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing an Ultimate Service Plan (the "Plan"). This Plan is an agreement between the Administrator/Obligor, Warrantech Consumer Product Services, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. If you are a resident of **Florida**, this Plan is an agreement between the Administrator, WCPS of Florida, Inc., 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. WCPS of Florida, Inc is a licensed service warranty association and a wholly owned subsidiary of Warrantech Consumer Product Services, Inc. (WCPS).

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Administrator, WCPS will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

PRODUCT ELIGIBILITY

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Ultimate Service Plan and will be cancelled.

COVERAGES

For All Plans: Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any single repair to your covered product or its replacement is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the BrandsMart USA has the option to offer an additional extended service contract on the replacement product. If the covered product is not repairable and a replacement product is not available or under the Replacement Plan a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Should repair parts become unavailable during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a pro-rata refund of the purchase price paid by you for the Plan less claims paid, if any. Replacement products may be new or rebuilt products. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Administrator and Insurance Company own all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.

Repair Plan: The Ultimate Service Plan term begins on the date of product purchase or date of installation by the selling BrandsMart USA (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on your sales receipt. This Plan is inclusive of the manufacturer's warranty and does not replace the manufacturer's warranty but may provide certain benefits during the term of the manufacturer's warranty. Actual service coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After the manufacturer's warranty expires, this Plan will furnish replacement parts and/or labor necessary to maintain your covered product. If service is required because of a product failure during normal usage, the Administrator has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished.

Replacement Plan: The coverage for the Replacement Plan shall commence immediately on the 31st day from the date of product purchase for a total of 1 Year or 2 Years as indicated on your sales receipt. In the event your covered product suffers a mechanical or electrical failure following the 30th day from the date of product purchase, this Plan will replace your original product with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement product may be new or refurbished. The Replacement Plan does not cover trip, labor or shipping.

BrandsMart USA, at their discretion, will replace components on products where applicable instead of the entire unit on products that consist of self-contained units and/or components, including but not limited to icemakers and rack system components.

For instructions on how to obtain a replacement product, please contact BrandsMart USA. This Plan is limited to one replacement during the lifetime of the Plan and is only available for products that were purchased for less than \$500.00. The Replacement Plan is not transferable.

Note: The Replacement Plan does not include Food Loss, Power Surge, or Computers and related equipment.

OPTIONAL PLANS

Screen Protection Plan – if purchased, this Plan will furnish labor and replacement parts necessary to replace your covered screen should it become cracked or broken for reasons other than mechanical or electrical defects, failures, willful customer abuse or manufacturer defects. This Plan is limited to two screen replacements during the term of this Plan; and must be purchased in conjunction with an Ultimate Service Plan. This Plan provides carry-in service unless the corresponding Ultimate Service Plan provides on-site service.

Commercial Plan – for products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Plan will furnish replacement parts and/or labor necessary to maintain your covered product that is used in a Commercial setting in those cases where the manufacturer's original warranty is null and void. For these products, this Plan will begin from Day One and continue for the period of time defined on your sales receipt. Selected products are manufactured specifically for commercial use and include a manufacturer's warranty. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. (For additional coverage information, refer to the Repair Plan listed above.) *Note: Special Features, Benefits or Optional Plans (i.e. Food Loss, Lamps, Screens, etc.) will be provided by WCPS.*

Accidental Damage from Handling Plan (ADH) – if the Plan you purchased includes Accidental Damage from Handling (ADH), the Plan provides coverage to return your covered product to working order following sudden and unforeseen accidental damage such as: a liquid spill into the keyboard or into the computer chassis; impacts or collisions with another object or a solid surface if accidentally dropped; power surges (when the system is connected to ac power through a UL-approved surge protection device; accidental cracking or damage to the LCD screen; and other similar accidental causes. The ADH segment of your coverage Plan begins on the date of product purchase and continues for the period defined on your sales receipt. Breakdown coverage begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. (For additional breakdown coverage information, refer to the Repair Plan listed above.)

SPECIAL FEATURES

Food Loss - This Feature will reimburse you for food loss due to the mechanical failure of your covered refrigerator or freezer when service is not provided within 48 hours after you received authorization. To receive coverage for food loss, the failure of your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to the limit of five dollars (\$5.00) per cubic foot of storage space and a maximum of five hundred dollars (\$500.00) per calendar year. To receive payment, you must have the appliance repaired by a service center authorized by the Administrator and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.

Power Surge – This Feature protects your covered product against damage or defects caused by a power surge up to a maximum of the replacement cost of the product over the life of the contract while your covered product is properly connected to a surge protector approved by the Underwriter's Laboratory. Assuming appropriate connection to a UL-approved surge protector (not required for Major Appliances), if your covered product suffers damage from a power surge, you must first file a claim with the insurance carrier who provides your homeowner's/renter's insurance and/or to the power surge manufacturer's insurance carrier for reimbursement of the cost to repair your covered product. The Administrator will reimburse any applicable carrier's deductible up to a \$1,000 limit once proof of a valid claim is provided.

No Lemon Guarantee – If we have completed two service repairs for the same problem on an individual product or component, which first began after the manufacturer's warranty term had expired, and if the product or component requires a third repair for the identical problem as determined by us, we reserve the right to replace the product with one of like kind and quality, not to exceed the original retail purchase price excluding shipping, handling, and taxes. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends.

Worldwide Service - Worldwide Service protects your covered product outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, you have three options to obtain a proper repair authorization number prior to work being performed. You can go to www.wcpsonline.com for live warranty support; e-mail us at internationalsupport@warrantech.com to leave a message for warranty support; or you may call collect, 817-571-7931.

You will need to carry the covered product into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above, so total repair can be approved. You will submit payment to the service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the covered product, the repair authorization number, and include a thorough description of the repair made. This documentation should be sent to WCPS, Attn: Claims Dept., P.O. Box 1189, Bedford, TX 76095. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed. **Note:** Worldwide service does not include shipping or on-site service.

SERVICE LOCATION

On-site Service: If your Plan provides on-site service and your product needs repair, call 1-800-228-2731 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 50-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 50-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

Carry-In Service: If your Plan provides carry-in service and your covered product needs repair, call 1-800-228-2731 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. You are responsible for transporting your product to the designated service center. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed.

IF YOUR PRODUCT NEEDS REPAIR

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call 1-(800) 228-2731 to obtain authorization prior to having repairs made. For on-line service or web chat, log onto WCPSOnLine.com. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be

directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.

- Do not return the covered product to your BrandsMart USA unless so instructed by the Administrator.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick 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.

IMPORTANT CONSUMER INFORMATION

If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. Please enclose a copy of your Plan and proof of product purchase. For residents of Florida, the Insurer is Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*

If the covered product is exchanged by the manufacturer or BrandsMart USA, you must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-228-2731 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. If you transfer ownership of the covered product, this Plan may be transferred by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

EXCLUSIONS FROM COVERAGE

This Service Contract does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; battery failure or leakage; collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping unless the ADH Plan defined in the Optional Coverage's section of this document has been purchased; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, toner, ribbons, belts, drums, developer, ink or ink cartridges or any other parts or materials which are designed to be consumed during the life of the covered product; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to product

attachments not provided by the manufacturer or included in the original sale; failure to reset timer after a lamp replacement; or exploding or dimming lamps; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer); removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge unless covered as further defined in the Special Features section of this document; any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance; software and software related problems; damage resulting from computer viruses; any damage to recording media including any program, data or setup resident on any mass storage devices including but not limited to hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunction of or damage to an operating part of the covered product; signal reception or transmission problems resulting from external causes.

Other exclusions include, but are not limited to: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consequential damages or delay in rendering service under this contract, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts; television or personal computer monitor screen imperfections including burned-in images in CRT or Plasma Screens caused by video games, prolonged display of one or more video signals, unit abuse or for any other reason; repair of LCD/Plasma resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display standards; control adjustments made to televisions to enhance screen image quality; Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude; all products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational or public use purposes or offered on a rental basis; equipment sold without a manufacturer's warranty or "as is". This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements. This service contract excludes assisting consumers to obtain necessary hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting.

You are responsible for backing up all software and data on a regular basis and prior to commencement of any repair. This Plan does not cover restoration of software or data, or data retrieval to your covered product. If your covered product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a "no problem found" diagnosis from the manufacturer or a manufacturer-authorized repair source, then you are responsible for all repair costs including shipping costs and/or the cost of on-site service.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall the BrandsMart USA, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

OUR RIGHT TO RECOVER PAYMENT

If you have a right to recover against another party for anything we have paid under the service contract, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.

CANCELLATION – FLORIDA ONLY

This Plan is between WCPS of Florida, Inc., and you, the purchaser. You may cancel your service contract by informing the Dealer of your cancellation request. In the event the Plan is canceled 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 the Plan is canceled by WCPS, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

CANCELLATION – ALL STATES EXCEPT FLORIDA

This service contract provides a 30-day free look period from the purchase date of the service contract. You may cancel this service contract by informing BrandsMart USA of your cancellation request within 30 days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. The service contract is non-cancelable after 30 days from the date of contract purchase. For those states that do not permit non-cancellation of your service contract, the law of that state shall apply to residents requesting cancellation.

If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

SPECIAL STATE REQUIREMENTS – GEORGIA ONLY

Georgia only: You may cancel this service contract at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this agreement except for fraud, material misrepresentation, or nonpayment by you. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This contract will be interpreted and enforced according to the laws of the state of Georgia.

TO RENEW THIS SERVICE PLAN

To renew your coverage, please call 1-800-541-6014 prior to the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience. A 10% discount is available if you call and renew your Plan at least 60 days prior to the expiration of your Plan. Renewal prices will be available from WCPS upon request at time of renewal. *Note, not all products are eligible for renewal.*

DO YOU NEED PROTECTION FOR OTHER PRODUCTS IN YOUR HOME?

Contact WCPS for further information by writing to P.O. Box 1189, Bedford, TX 76095, Attn: Direct. For faster service, call 1-800-541-6014. Please have the model number, manufacturer, year of purchase, and other relevant information available when placing your call. *Offer not available to California residents.*

These terms & conditions are also available on our website at www.wcpsonline.com/BrandsMart or call (800) 228-2731 to have a copy mailed to you.