



Service Contract Administrator/Obligor:

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 the Ultimate Service Plan (the "Plan"). This Plan is an agreement between the Administrator, WCPS of Florida, Inc., 350 Bedford Street, Suite 203, Stamford, CT 06901, 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. 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 and manufactured for use in the United States, which at the time of purchase included a manufacturer's original written warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original written warranty must provide at least 90 days parts and labor coverage. This Plan covers all 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.

COVERAGES

Appliances / Consumer Electronics / Computers Systems and/or Peripherals

The Ultimate Service Plan coverage begins on the date of product purchase or date of installation by BrandsMart (proof of installation date will be required if different from product purchase date) and continues for the period indicated on your sales receipt. Coverage under this Plan is effective immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site or shipping covered by that warranty are the sole responsibility of the manufacturer. After the manufacturer's warranty expires, this Plan will furnish labor and replacement parts necessary to maintain your covered product in good operating condition. If service is needed because of a product failure during normal usage, the Administrator has the option to repair or replace the defective product 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. Repair of resolution (pixels) failure must match the factory minimum standards before an authorized repair occurs.

A computer system covers the following components if purchased at the same time as the rest of the computer system: all internal components, monitor, keyboard, mouse, microphone, headset, speakers, web cam and two external components (i.e. printer, scanner, tape drive, zip drive, fax/printer). A peripheral contract will be required for additional external components.

A laptop/notebook covers the following components if purchased at the same time as the laptop/notebook: all internal components, and one external drive. All external peripherals such as monitor, scanner, docking stations, etc. require a separate peripheral contract.



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, 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 U.S.A. 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, Head Cleanings, "Spec" Checks or Computers and related equipment.

For All Coverages: 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 or 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 retailer 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 to you the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. 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.

SPECIAL FEATURES AND BENEFITS

Food Loss: This Plan 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 covered 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 two hundred fifty dollars (\$250.00) 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: Damage or defects to your covered product caused by a power surge will be repaired or replaced over the life of the contract. If your covered product suffers damage from a power surge, you must first make a claim with the insurance carrier who provides your homeowner's/renter's insurance and the Administrator will reimburse the uncovered portion of the deductible once proof is presented.

Head Cleanings: This Plan entitles the ORIGINAL PURCHASER to one (1) free head cleaning on covered VCR's or camcorders. All head cleanings are performed on a carry-in basis at a BrandsMart store location. *Head Cleaning is a benefit provided by WCPS and is not part of the Ultimate Service Plan.*

Spec Checks: The ORIGINAL PURCHASER is entitled to an annual spec check for covered products. All spec checks are performed on a carry-in basis at a BrandsMart store location. Spec Checks for Appliances and Projection TV's will be provided on-site, only in the BrandsMart Service Area. *Spec Checks are a benefit provided by WCPS and is not part of the Ultimate Service Plan.*

OPTIONAL COVERAGES

Screen Protection Plan – if purchased, this optional coverage 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 will not cover more than two screen replacements during the term of this Plan. This Plan 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.

Software Replacement Plan – if purchased, this optional coverage will replace the covered software product should it become inoperable for reasons other than system mechanical or electrical defects, manufacturer's software defects or willful customer abuse. This Plan will replace your original software product with a product of equal or similar features and functionality. Coverage is for one year from the date of software purchase and is limited to one replacement during the lifetime of the Plan. This Plan is not be responsible for trip, labor or shipping. This Plan must be purchased at the same time and on the same sales receipt as the covered software product.

SERVICE LOCATION

In-Home Service: If your Plan provides in-home service and your product needs repair, call 1-800-228-2731 to arrange service. If on-site coverage is provided during the term of the manufacturer's warranty, you may be referred to the manufacturer for service, or calls may not be scheduled until authorized by the manufacturer. 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 ship the product to the servicer; however, shipping charges will be covered by the Plan. 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 insure that the covered product is accessible to the service technician. If a technician arrives and determines 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 that service center including any parts and labor needed to complete the repair.

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 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 that service center.

For products that the store is authorized by the manufacturer to repair: If it is more convenient, you may take the covered product to the nearest store location for diagnostics and repair. Contact the store to verify manufacturer's authorization prior to taking product in for service. Transportation of the product to and from the store location is your responsibility. Due to the nature of some manufacturers' service authorizations and the availability of parts, the store may be required to ship some products to another repair center for completion of the repair. If your Plan only provides carry-in service, you will be responsible for any shipping and handling charges related to getting the product to a third party service center.

IF YOUR PRODUCT NEEDS REPAIR

- If your covered product needs repair 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 BrandsMart unless so instructed by the Administrator.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. In the case of products that do not qualify for on-site service, you may either take the covered product in



person or ship it (postage pre-paid and insured) to the 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.

- Should the covered product experience a mechanical or electrical failure in an area where a Warrantech authorized service center is not available, your repair facility can obtain approval for repairs through the Administrator by calling 1-800-228-2731.
- 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.

WORLDWIDE SERVICE OPTION

The Worldwide Service Option protects the covered product outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, and if you are calling within the Continental United States, please call 1-800-228-2731. If you are calling from outside the Continental United States, 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. Be sure to check with the local Telephone Company for the international dialing procedures and operator code as they may differ from country to country.

Note: Worldwide service does not include shipping or on-site service.

IMPORTANT CONSUMER INFORMATION

This Plan is deemed a service contract under federal law. If the covered product is deemed non-repairable or repair parts become unavailable during the coverage period of this Plan, the Obligor and the Administrator will replace the product with a product of equal or similar features and functionality, though not necessarily the same brand. 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. Administrator and/or Insurance Company own all parts removed from repaired products and any complete units replaced in their entirety.

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, Technology 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.

If the covered product is exchanged by the manufacturer or BrandsMart, 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.

Customers having questions regarding the receipt of services under this Plan should call the Administrator at 1-800-228-2731. This document sets forth the entire Plan and may not be modified except by the Administrator.

EXCLUSIONS FROM COVERAGE

This Service Contract does not cover any loss or damage resulting from: pre-existing conditions 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 for shipment to a service center; improper installation of components or peripherals; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; power surge or overload (unless provided under Special Feature and Benefits); dropped product; collision with another object; any result of a malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage; damage to outside casing, cabinetry or frame of product; attachments; theft or mysterious disappearance; abuse, misuse, neglect, vandalism or malicious mischief; accidents, collapse or explosion; battery leakage; bending or dropping; water or other liquids; spillage of any kind; environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, moisture or



water damage, freezes, storms, wind or windstorm, hail, earthquake, or exposure to weather conditions; vehicles, aircraft, interruption of gas or electrical service, riot, nuclear radiation, war or hostile action, radioactive contamination; intentional or accidental damage by third parties; accidental or intentional physical damage; software and software related problems; losses on any component(s) never covered by a manufacturer's warranty; any damage to recording media including any program, data or setup resident on any mass storage devices such as hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunctioning or damage of an operating part; reception and transmission problems resulting from external causes. Failure to reset timer after a lamp replacement; dimming; exploding lamps; installation of an incorrect lamp.

Other exclusions include but are not limited to: any repair covered by a manufacturer's warranty; recall or rework, regardless of the manufacturer's ability to pay for such repairs; damage resulting from computer viruses; television or personal computer monitor screen imperfections including burned-in phosphor in CRTs or for any other reason; neglect, misuse, abuse of any component including adjustments, manipulation or modifications made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consumer replaceable items such as lamps, bulbs, tubes, filters, batteries, toner, ribbons, 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; removal and reinstallation of an internal component not performed by a factory authorized service center; damage caused by any repair personnel or any owner, employee or third party; design deficiency; cosmetic or structural items; cables, cords, wiring, keypads, switches and connectors; component(s) never covered by a manufacturer's warranty; damage, warping or rusting of any kind in the housing, case 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 or shelves; lint screens, etc.; operational errors on the part of the consumer (such as abnormal ice build-up in a refrigerator or freezer); loss of data or for loss of use during the period the covered product is at a repair facility or otherwise awaiting parts; any costs associated with repairs or maintenance resulting from the product's inability to correctly recognize, distinguish, interpret or accept dates in the Year 2000 and beyond; Plasma Televisions in use at or above 6,000 feet above sea level; pixel burnout not in accordance with the manufacturer's specifications; television screen imperfections, including burn-in caused by video games, prolonged display of one or more signals, or other abuse. All display products that are used in an application that requires continuous business and/or commercial operation; components and products used for commercial purposes; products provided for public use or rental. This Plan does not cover "no problem found" diagnosis from the manufacturer or any other third party.

You are responsible for backing up all software 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 that no covered failure or damage is found, then you are responsible for all repair costs including shipping and/or the cost of on-site service.

In addition to the exclusions listed above, the Replacement Plan does not cover problems caused by: fuses, external hoses, baskets and buckets; handles, knobs, lint screens, operational errors on the part of the consumer (such as abnormal ice build-up in a refrigerator or freezer), and control adjustments made to televisions to enhance screen quality.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall BrandsMart, 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.

CANCELLATION / SPECIAL STATE REQUIREMENTS

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.

TO RENEW THIS SERVICE PLAN

To renew your coverage, please call 1-800-541-6014 on or before the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience. 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.

These terms & conditions are available on our website at www.wcpsonline.com/BrandsMart.