

Service Agreement Administrator (“Administrator”):
Warrantech Consumer Product Services, Inc. (“WCPS”)
P.O. Box 1189
Bedford, TX 76095
Telephone: (800) 789-2584

CONGRATULATIONS: Thank You for Your recent purchase of an Extended Protection Plan (the “Service Agreement”). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice You received when You purchased Your Product, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by the Service Agreement. From the day You purchase this Service Agreement, WCPS, the Administrator, will assist You in understanding Your Service Agreement benefits.

DEFINITIONS: Throughout this Service Agreement, the words “**We**”, “**Us**” and “**Our**” means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, New York, 10038. (Florida residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 6th Floor, New York, New York, 10038). The words “**You**” and “**Your**” refer to the purchaser of the Product(s) covered by this Service Agreement. “**Product**” means the item(s) which You purchased with and is covered by this Service Agreement. “**Failure**” means the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. “**Deductible**” means the amount You are required to pay, as shown under “Deductible” for covered repairs and replacements. “**Residential**” means a Product that will be used by You for Your personal property within Your property boundaries. “**Commercial**” means Product will be used by professional landscapers/lawn services. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (“WCPS”). If You are a resident of Florida, this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, “**Administrator**”). Please contact the Administrator if You have any questions about this Service Agreement.

PRODUCT ELIGIBILITY: This Service Agreement covers lawn and garden products purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer’s original warranty valid in the United States that provides a minimum coverage of two (2) years parts and labor. Add-on attachments (i.e. grass catchers, thatchers, etc) purchased on the same invoice as the covered Product will be covered under the same Service Agreement.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. Parts used to repair or replace Your Product will be new original equipment parts that perform to the factory specifications of Your Product; in the event new original equipment parts are unavailable, factory-refurbished equipment parts of like kind or quality may be used to repair or replace Your Product. This Service Agreement provides pick-up and delivery for Your Product from date of Product purchase. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled “**WHAT IS NOT COVERED**” below.

1. **Residential Repair Plan:** If You purchased a Residential Repair Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Product. Factory-refurbished original equipment parts may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality of the same brand. If Your Product is replaced, We will have no further obligation to repair or replace Your Product, and You will not be entitled to make any further claims under this Service Agreement.
2. **Commercial Repair Plan:** If You purchased a Commercial Repair Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Product. Factory-refurbished original equipment parts may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality of the same brand. If Your Product is replaced, We will have no further obligation to repair or replace Your Product, and You will not be entitled to make any further claims under this Service Agreement.

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If Your Product is not repairable and a replacement product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied. In no event shall Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

NO LEMON GUARANTEE: If We have completed three service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer’s warranty period had expired (“**Qualifying Service Repairs**”), and if that Product component requires a fourth repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily same brand, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes. Once a Product is replaced, then this Service Agreement is considered fulfilled

and We shall have no further obligation to provide service under this Service Agreement. Preventative maintenance checks, cleaning, Product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the United States are not considered repairs for the purposes of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.**

DEDUCTIBLE: There is no Deductible required to obtain service on Your Product.

PLACE OF SERVICE: If Your Product qualifies for **Pick-up and Delivery Service**, We will arrange for pick-up from an authorized service provider during regular business hours, local time, Monday through Friday, except holidays. For pick-up and delivery service to be scheduled, You must provide the following: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property. If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. If Our diagnosis indicates that the failure is not covered by this Service Agreement; You may be responsible for all service fees incurred for such diagnosis.

LIMIT OF LIABILITY: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original Product purchase price or We replace Your Product, We will have no further obligations under this Service Agreement. **IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.**

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

SERVICE AGREEMENT TERMS:

New Products: Coverage for new Products begins on the date of Product purchase or date of installation by the selling retailer (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 Service Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's 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. Upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition when a Failure, by definition, occurs.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Agreement, You must contact the WCPS at 1-800-789-2584 (available 24 hours a day) to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service or web chat, log onto www.WCPSOnLine.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. **THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** 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 Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION (MULTI-USER ORGANIZATIONS), OR ARE USED FOR COMMERCIAL, INDUSTRIAL, EDUCATIONAL OR PUBLIC USE PURPOSES, OFFERED ON A RENTAL BASIS, OR COMMUNAL USE FOR MULTI-FAMILY HOUSING; (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE OR INTERRUPTION OF ELECTRICAL OR GAS SERVICE; (H) ACCIDENTAL DAMAGE, NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL 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; (I) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR 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, WATER DAMAGE OF ANY KIND, WHETHER

FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.; (J) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (K) BATTERY FAILURE OR LEAKAGE; (L) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY OWNER, EMPLOYEE, THIRD PARTY, REPAIR PERSONNEL, ETC., (M) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETS, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (N) IMPROPER OR INADEQUATE STORAGE; (O) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (P) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (Q) 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; (R) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; (S) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY INTERNAL COMPONENT OR COVERED PRODUCT INCLUDING BUT NOT LIMITED TO ADJUSTMENTS, ALTERATIONS, MANIPULATION OR MODIFICATIONS MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (T) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER "BROWN-OUT", POWER OVERLOAD OR POWER SURGE; (U) SEIZED OR DAMAGED PARTS OR OTHER FAILURE/SERVICE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS DURING OPERATION; FAILURES DUE USE OF CONTAMINATED, STALE OR IMPROPER FUEL (WHETHER GASOLINE, GASOLINE/OIL MIXTURE OR DIESEL FUEL) OR USE OF A FUEL CONTAINING MORE THAN 10% ETHANOL OR BIODIESEL FUEL; (V) ANY REPAIRS OR PARTS COVERED BY A REPAIR FACILITY OR MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC. REGARDLESS OF THE MANUFACTURER'S OR REPAIR FACILITY'S ABILITY TO PAY FOR SUCH REPAIRS; (W) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS IS"; (X) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED OR REPAIRS TO PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (Y) CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, DOWN TIME AND CHARGES FOR TIME AND EFFORT DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (Z) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC. OR OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; USER EDUCATION, SET UP ADJUSTMENTS; (AA) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE AGREEMENT OR OTHER INSURANCE; (AB) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS; (AC) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, OR OTHER PARTS SUCH AS ACCESSORY CABLES, AIR, FUEL, OIL OR WATER FILTERS, AUGERS, BAGS, BASKETS/BUCKETS, BATTERIES, BELTS, BLADES, BOLTS, BRAKE CALIPERS, BRIGHT METAL, CABLES, CAPS, CARBURETOR, CHAIN BARS, CONNECTORS, CORDS, DECKS, DIALS, DIFFERENTIAL CASE, DISKS, DRIVE BELTS, DRUMS, DRY CLUTCH ASSEMBLIES, ENGINE BLOCK TRANSMISSION CASE, EXHAUST SYSTEM PARTS, EXTERNAL CHAINS, FAN BELTS, FINISH DEFECTS, FRAMES, FREEZE PLUGS, FUEL OF ANY KIND, FUSES, GLASS, GRATES, GRINDER PADS, HANDLES, HEAD LIGHTS, HINGES, HOSES, IMPELLERS, KEYPADS, KEYS, KEY ROLL BARS, KNOBS, LATCHES, LED'S, LCD'S, LIFT KITS, LIGHTS, LINES, LP TANKS, MOWER BLADES, NOZZLES, OIL, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDINGS, SCRATCHED LENSES, SEATS, SHEET METAL, SHOCKS, SPARK PLUGS, SPRINGS, SUPPORTS, SUSPENSION, SWITCHES, THERMOSTATS, OVERSIZED OR UNDERSIZED TIRES, TOWING, TRIMMER HEADS, TUBES, WHEEL COVERS, WHEELS, WHEEL CYLINDERS, WIRING, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT; (AD) BRAKE PAD OR SEALS & GASKETS UNLESS REQUIRED TO COMPLETE THE REPAIR; (AE) OVER REVING ENGINE AND/OR TRANSMISSION; (AF) COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS; (AG) COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS; (AH) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT; (AI) NON-FACTORY RECONDITIONED PRODUCTS UNDER THE USED EQUIPMENT PROGRAM; (AJ) PICK-UP AND DELIVERY OF PRODUCTS TO AND FROM A CLIENT LOCATION IN EXCESS OF \$75 PER INCIDENT; (AK) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA.

IF YOUR 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.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS SERVICE AGREEMENT, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE SERVICE AGREEMENT LESS CLAIMS PAID.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Agreement, 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: You may cancel this Service Agreement by informing the selling dealer/retailer or by calling 1-888-899-4450 with Your cancellation request. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement, You will receive a one-hundred percent (100%) refund equal to the original purchase price of the Service Agreement. If Your cancellation request is made more than thirty (30) days from the purchase date of the Service Agreement, You will receive a pro-rata refund of the original purchase price of the Service Agreement, minus the cost of repairs made (if any) and an administrative fee not to exceed ten percent (10%) of the original Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law.

If We cancel this Service Agreement, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

The cancellation provisions in this agreement only apply to the original purchaser of this Service Agreement.

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any valid claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned, or in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-789-2584 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 expiration date of the original Service Agreement. This Service Agreement is not transferable.

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

SPECIAL STATE REQUIREMENTS

State amendments to specific provisions of the terms of this Service Agreement are as follows:

Alabama only: If Your cancellation request is made more than 30 days from the date of purchase, We will refund the unearned portion of its full purchase price. However, We will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to Us. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You to the Provider relating to the covered property or its use.

Arizona only: CANCELLATION - You may cancel this Service Agreement at any time prior to the expiration date by sending written notice to the Administrator Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the Service Agreement. However, no claims incurred or paid will be subtracted from this refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **WHAT IS NOT COVERED** section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

California Only: This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price; or if Your Service Agreement and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

Warrantech Consumer Product Services, Inc. (License # SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License # SA-42) is the Obligor for this Service Agreement.

Connecticut only: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty contract. You may cancel Your contract if the covered Product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Agreement for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the contract holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Product**.

Florida only: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement is canceled by You, 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 You. In the event the Service Agreement is canceled by Administrator or Us, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: You may cancel this Service Agreement 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. Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides Product support or all part sources have been exhausted during the coverage period of this Service Agreement, the Obligor and the Administrator shall be excused from performance hereunder and You shall receive a full refund of the purchase price paid by You for the Service Agreement. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

Illinois only: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this contract. The Service Agreement holder is allowed to cancel the Service Agreement. If the Service Agreement holder elects cancellation, the Service Agreement Provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or \$50.00. The Service Agreement may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Service Agreement purchase price, less the cancellation fee, will be paid to the Service Agreement holder. The Service Agreement may be cancelled at any other time and a pro-rata refund of the Service Agreement purchase price for the unexpired term of the Service Agreement, as measured

by the number of days still remaining on the Service Agreement, less the value of any service received and any cancellation fee stated in the Service Agreement will be paid to the Service Agreement holder.

Indiana only: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased the Service Agreement.

Missouri only: If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

Nebraska only: If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract: This Service Agreement is not renewable. These provisions apply only to the original purchaser of the Service Agreement. You may cancel this Service Agreement at anytime by notifying the Administrator in writing. If You have made no claim and Your request for cancellation is within 30 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the contract, or if Your request is beyond the first 30 days, You will be entitled to a pro-rata refund of the unearned contract fee, less a \$25.00 administrative fee. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Service Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this Service Agreement may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event We cancel this Service Agreement, written notice will be sent to Your last known address at least 15 days prior to cancellation with the effective date. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, unauthorized repairs will not be covered under this Service Agreement.

New Mexico only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this Service Agreement may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York, South Carolina, and Wyoming only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

North Carolina only: The purchase of a Service Agreement is not required in order to obtain financing for the Product. You may cancel this Service Agreement at any time after purchase. You will receive a pro-rata refund of the Service Agreement purchase price less the cost of repairs made and less an administrative fee of 10% of the Service Agreement purchase price up to \$25.00. We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

Oklahoma only: This service warranty applies to consumer appliance or electronic products. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty contract ("Contract") within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the Contract. If We cancel this Contract, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the Contract.

Oregon Only: This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina only: If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas only: If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the contract is returned to the Provider. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

Utah only: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this Service Agreement for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the Service Agreement for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

Washington only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "**WHAT IS NOT COVERED**" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6th Floor, New York, NY 10038 or 866-505-4048.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The purchaser may cancel this Service Agreement at any time. If You cancel this Service Agreement within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Service Agreement. If You cancel this Service Agreement after 30 days, You will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

These terms & conditions are available on Our website at www.wcpsonline.com/B&SLG or call (800) 789-2584 to have a copy mailed to You.