

CONSUMER PRIORITY SERVICE

Terms and Conditions

This Plan applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan, and sold in the United States.

Terms:

The Administrator agrees with the purchaser of the product(s) and this Plan (OWNER), to cover manufacturer's defects in materials and workmanship that are the result of normal usage for a period specified on your membership card, subject to a maximum coverage period of five (5) years after the manufacturer warranty has ended. The Plan covers eligible 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 providing minimum coverage of ninety (90) days parts and ninety (90) days labor. The Plan begins on the expiry date of the Manufacturer's Warranty and is between ADMINISTRATOR and the OWNER. This Plan pays for parts and labor for functional parts. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are those parts that are not critical, knobs, handles or cosmetic parts. ADMINISTRATOR will repair or replace the unit or any parts thereof, as required, subject to these terms and conditions. ADMINISTRATOR is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product. For replacement/exchange plans, we will either replace the Covered Product or settle the claim monetarily.

Registration:

This plan must be registered properly within 30 days of you invoice date. To register your plan, visit www.cpscentral.com and click the "Register Your Plan" button. If you prefer to register by telephone with a representative please call (800) 905-0443. Failure to properly register this plan may restrict or eliminate full coverage benefits under this plan.

To Arrange for Service:

Prior approval from Consumer Priority Service is required prior to the start of service. To initiate a claim please logon to www.cpscentral.com and click the "Make A Claim" link. Alternatively you may call the customer service desk at (800) 905-0443. Please have your original bill of sale and the Plan available so our Customer Service Representative is able to quickly arrange for service.

General Conditions:

Along with the wording of original equipment manufacturer's warranty, the following terms and conditions will apply:

- a. This Plan does not cover failure as a result of: normal wear and tear, misuse, abuse, rust or corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, external causes such as, but not limited to, blown fuses, inadequate electrical power, water and gas lines beyond the equipment, plugged drains, normal wear and tear, or any use of the product not authorized by the manufacturer.
- b. The maximum liability of this Plan for product replacement or repair shall not exceed the original purchase price for the product.
- c. ADMINISTRATOR reserves the right to repair or replace the covered product with a comparable feature model of like kind and quality. Product replacement under this Plan will fulfill this agreement in its entirety and will discharge all further obligations under this Plan and the Plan shall terminate.

- d. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling.
- e. Plan coverage is provided for authorized products only and does not cover any accessory such as power adaptors, special connective cables, mounts or remote controls.
- f. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product are not covered by this Plan.
- g. If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, the Plan owner will be responsible for all costs incurred.
- h. Replacement of batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums or any other products with a pre-determined life expectancy are excluded.
- i. Charges incurred for the following items are not covered by this Plan: shipping to and from the designated service center, set up/removal or installation, reformatting of hard drives and diskettes, system and software configuration or data recovery.
- j. Any loss occurring during the manufacturer's Plan is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan is excluded.
- k. ADMINISTRATOR and the Federally Licensed Insurance Company are released from all liability due to indirect, consequential or incidental damages.
- l. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- m. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan except for costs related to installation and/or reinstallation of car audio products.
- n. Upon approval by ADMINISTRATOR, this Plan is transferable; to a subsequent owner, or a new product.
- o. The Plan owner may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. ADMINISTRATOR may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product or commercial use of the product. In the event of cancellation by ADMINISTRATOR (except for non-payment), ADMINISTRATOR will provide the Plan owner with a pro-rata refund.
- p. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- q. If service under the Plan is provided on-site at your location, a person who has reached the legal age of majority must be present at all times during the service call. Such on-site service will only be offered if your location is within the authorized service area of an approved provider. In the case where a product falls outside of this designated radius, it will be the responsibility of the Plan owner to arrange for transportation of the Covered Product to an authorized service center at his or her own cost.
- r. In the event that a covered product is deemed beyond economical repair, the ADMINISTRATOR may request that the covered product to be shipped to a designated salvage facility prior to settlement of any claim and at the purchasers expense.
- s. In the event that a covered product is damaged by lightning or a power surge, coverage under this Plan will apply, excluding software or data, provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.

t. In the event that a covered product is taken outside the United States, Coverage for this Plan shall begin on the Date of Purchase of the Covered Product.

Others:

a. This Plan does not cover charges incurred relating to system and software configuration or data recovery.

b. We will make every attempt during the troubleshooting process to confirm whether the problem is related to hardware or software failure.

c. If after service is performed, it is determined that the cause of the problem was software related including, but not limited to, software errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access, or USB devices, You will be responsible for all costs incurred.

d. This Plan provides pixel coverage for video display products based on the manufacturer's but excludes all incidents of burn in regardless of manufacturer coverage.

e. Should parts no longer be available for a Covered Product, ADMINISTRATOR shall be excused from performance under this Plan and will refund the consumer the cost of the Plan.

f. "No Lemon" Policy – While covered under this Plan and after the product requires covered service on three (3) separate occasions for the same component and this product requires a fourth repair, as determined by our authorized service center ADMINISTRATOR will replace the product with a product of comparable performance, the value of which may not exceed the original purchase price. Authorized service repair receipts from three (3) separate repair incidents must be sent to ADMINISTRATOR in order to qualify for replacement. Product failures must be covered by the terms and conditions of this Plan. Replacement terms in General Conditions (c) apply.

g. In the event of mechanical failure of a freezer covered by the terms and conditions of this Plan, which causes spoilage of frozen foods, ADMINISTRATOR will refund the amount of the actual loss to a maximum of \$250.00 during the term of this Plan.

h. If you have purchased exchange coverage, which is specified, on your bill of sale your product will be replaced if the failure is covered by the Plan's terms and conditions. Replacement terms in General Conditions (c) apply.

Exclusions From Coverage:

The Plan 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 Plan 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; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any nonoperating 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, gaskets, 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 liability 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 Plan, 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. The Plan 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.

Plan Options:

a. If this is a Lamp Replacement Plan, Consumer Priority Service shall arrange for the replacement of the Covered Product. If the replacement cost of your bulb exceeds the maximum coverage allowed under this plan, you shall receive a monetary settlement for the maximum coverage amount. Coverage for this Plan shall begin on the Date of Purchase of the Covered Product. This plan covers 2 bulb replacements.

Transfer of Plan:

You may transfer your service contract to a new owner of the covered product by emailing notice of transfer to cs@cpscentral.com or calling (800) 905 – 0443. You must provide Consumer Priority Service the Serial number, proof of purchase of the service contract, the name, address, telephone number and email address of the new owner. A transfer fee of \$25.00 will apply.

LIMIT OF LIABILITY:

Our liability is limited to the original price of the covered equipment. This agreement will be terminated at the point total repair costs reach the lower of the original purchase price as indicated on your bill of sale or the current fair market value of the covered item.