

mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

G. Entire Agreement:

This is not a contract of insurance. This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.

5. STATE VARIATIONS:

State Variations: The following state variations will control if inconsistent with any other provisions:

- (1) **In Alabama:** Section 4.E. "Dispute Resolution - Arbitration" all references to the state of "Illinois" are replaced with "Alabama". See also (28) below.
- (2) **In Arizona:** In Section 3 "WHAT IS NOT COVERED," exclusion (E) is removed. The following statement is added to Section 4.E. "Dispute Resolution - Arbitration": Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-525-2548. Section 4.F. "Cancellation" is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Selling Retailer within thirty (30) days of receipt of Your Agreement for a full refund. After thirty (30) days, contact the Administrator in writing to receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the amount paid by the customer (whichever is less). We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.
- (3) **In Arkansas:** The following is added to this Agreement: This Agreement does not exclude pre-existing conditions. See also (28) below.
- (4) **In California:** In Section 2A. "REPAIR PLAN", Subsection (2) "Coverage", the first sentence is deleted in its entirety and replaced with the following sentence: "Through the Administrator, We will repair the Covered Product when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear." In Section 2B. "MAINTENANCE PLAN", Subsection (2) "Coverage", the first sentence is deleted in its entirety and replaced with the following sentence: "Through the Administrator, We will repair the Covered Product when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear." The following statement is added to Section 4.E. "Dispute Resolution - Arbitration": The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, Consumer Information Division, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov. Section 4.F. "Cancellation" is amended as follows: In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, you shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made.
- (5) **In Colorado:** The following statement is added to this agreement: The use of non-original manufacturer's parts is permitted. The following statement is added to Section 4.F. "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.
- (6) **In Connecticut:** The following statement is added to Section 4.E. "Dispute Resolution - Arbitration": The state of Connecticut has established a process to settle disputes arising from Agreements as outlined in R.C.S.A. §8 42-260-1 to 5. If You purchase this Agreement in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, PO Box 816 Hartford, CT 06412-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Agreement Price, the cost of repair of the Covered Product and a copy of this Agreement. The following statement is added to section 4.F. "Cancellation" of this Agreement: You may cancel this Agreement if You return the Covered Product, or if the Covered Product is sold, lost, stolen or destroyed. The following statement is added to Section 4.G. "Entire Agreement": The term of this Agreement will be automatically extended for the period during which the Product is in the custody of a service center for repair.
- (7) **In the District of Columbia:** Section 4.F "Cancellation" is deleted in its entirety and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Selling Retailer within thirty (30) days of receipt of Your Agreement for a full refund if no claim has been made under this Agreement. . If You do not receive the full refund within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. To cancel after thirty (30) days or if a claim has been made, contact the Administrator

in writing to receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

- (8) **In Florida:** The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.
- (9) **In Georgia:** In Section 3 "WHAT IS NOT COVERED", exclusion (E) is changed to: "Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any costs to repair any product sold used, damaged or "as-is" including but not limited to floor models, demonstration models, etc." Section 4.E. "Dispute Resolution - Arbitration" is removed. Section 4.F. "Cancellation" is amended as follows: If You cancel after sixty (60) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. If we cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation.
- (10) **In Maine:** Section 4.G. "Entire Agreement" is deleted in its entirety and replaced with the following: This is not a contract of insurance. This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206. If a claim is not paid including any claim for the return of the unearned portion of the Agreement Price, within sixty (60) days of submitting the claim, or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. See also (28) below.
- (11) **In Michigan:** The following statement is added to Sections 2A.(1) and 2B.(1) "Term": If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- (12) **In Missouri:** The following statement is added to Section 4.G. "Entire Agreement": A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of cancellation. See also (28) below.
- (13) **In Nebraska:** The following is added to Section 4.E "Dispute Resolution-Arbitration": Notwithstanding anything in this Agreement to the contrary, if You and We mutually agree at the time of loss, this Agreement provides for arbitration if there is an unresolved dispute between You and Us concerning this Agreement. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, one independent, neutral third party will give a decision after hearing Your and Our positions. The decision of the arbitrator shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § et. Seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement.
- (14) **In Nevada:** You are not required to pay a deductible to receive the service. The following statement is added to both Sections 2A.(5) and 2B.(5): If You are not satisfied with the manner in which We handle Your claim, You may contact the Nevada Division of Insurance Commissioner toll free, (888) 872-3234. The following statement is added to Section 3 What Is Not Covered, item G: **This Agreement will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.** The following statement is added to Section 4.E. "Dispute Resolution - Arbitration": The laws of the state of Nevada (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 4.F. "Cancellation" is replaced with the following: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (28) below. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If You cancel this Agreement within twenty (20) days after Your receipt of this Agreement and You have not made a claim under this Agreement, You are entitled to a full refund of the Total Price as specified on the Information Page for this Agreement. If You cancel this Agreement any time after twenty (20) days after Your receipt of this Agreement or if You cancel this Agreement and have made a

claim at any time under this Agreement, You are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of twenty-five dollars (\$25) or 10% of the Total Price as specified on the Information Page for this Agreement, whichever is less. We may cancel this Agreement thereafter only if:

- You fail to pay an amount when due;
 - It is discovered that You committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim; or
 - A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.
- If We cancel this Agreement as provided above, We will send You written notice at the address indicated in Our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date We send You the notice of cancellation. In addition, You will be entitled to a refund of the unearned premium calculated on a pro rata basis. If We fail to deliver to You within forty-five (45) days any unearned premium to which You are entitled as provided above, You will be entitled to an additional amount equal to 10% of the Total Price as specified on the Information Page for this Agreement for every thirty (30) day period or portion thereof such refund is delayed beyond the 45-day period.
- (15) **In New Hampshire:** Section 4.F "Cancellation" is amended as follows: All references to "less the cost of claims paid" are deleted from this section. Therefore, no paid or pending payment claims will be deducted from any pro-rata refund. The following is added to Section 4.E "Dispute Resolution-Arbitration": All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542. The following statement is added to Section 4.G. "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.
- (16) **In New Jersey:** The following is added to this Agreement: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted. The following statement is added to Section 4.F. "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.
- (17) **In New Mexico:** Section 4.F. "Cancellation" is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increase the service required under this Agreement. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within sixty (60) days of receipt of the returned service agreement, a ten percent (10%) penalty for each 30 day period or portion thereof shall be applied to the refund.
- (18) **In North Carolina:** The following statement is added to Section 4.F. "Cancellation": We may not cancel this Agreement except for non-payment by You or for violation of any of the terms and conditions of this Agreement. The following statement is added to Section 4.G. "Entire Agreement": You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Product. See also (28) below.
- (19) **In Oklahoma:** Section 4.F. "Cancellation", is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rata premium, less ten percent (10%) of the unearned pro-rata premium or twenty-five dollars (\$25.00), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based on one-hundred percent (100%) of the unearned pro-rata premium. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contract. Section 4.E. "Dispute Resolution - Arbitration" is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court.
- (20) **In Oregon:** Section 4.E. "Dispute Resolution - Arbitration" is removed. See also (28) below.
- (21) **In South Carolina:** The following statement is added to Section 4.G. "Entire Agreement": In the event of a dispute with the Obligor of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. See also (28) below.
- (22) **In Texas:** The following statement is added to Section 4.F. "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G. "Entire Agreement": If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. The Service Contract Administrator License number for UTS is 161. See also (28) below.

- (23) **In Utah:** Section 4.E "Dispute Resolution - Arbitration" is removed and replaced with: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. The laws of the state of Utah (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 4.F. "Cancellation" is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non-payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 4.G. "Entire Agreement": Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
- (24) **In Virginia:** If any promise made in this Agreement has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.
- (25) **In Washington:** "Entire Agreement" Section 4.G. is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." Section 4.E. "Dispute Resolution - Arbitration", the following statement is added: "In Washington any binding arbitration will be held at a location closest to Your permanent residence." and all references to the state of "Illinois" are replaced with "Washington". See also (28) below.
- (26) **In Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** In Section 3 "What Is Not Covered", exclusion (M) is removed. The following statement is added to Section 4.D. "Subrogation": The Agreement holder will be made whole before We may retain any amount We may recover. The following statement is added to Section 4.E. "Dispute Resolution - Arbitration": Arbitration must be agreed to by the parties involved. In Section 4.E. "Dispute Resolution - Arbitration", any reference to "Illinois" is replaced with "Wisconsin". The following statement is added to Section 4.F. "Cancellation": Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund. In the event Your Covered Product is declared a total loss, You may cancel Your Agreement and receive a pro rata refund of the purchase price, less any claims paid. No administrative fee will be charged.
- (27) **In Wyoming:** The following statement is added to Section 4.E. "Dispute Resolution - Arbitration In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement. See also (28) below.
- (28) **In Alabama, Arkansas, Hawaii, Maine, Maryland, Minnesota, Missouri, Montana, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and Wyoming:** The following statement is added to Section 4.F. "Cancellation": If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, a ten percent (10%) penalty per month shall be applied to the refund.

Service Agreement Provider:

Universal Technical Services (UTS)
[P.O. Box 447, Logan, Utah 84323]

Customer Service Toll-Free:

[(866) 538-6117]

ICRM-ALL-DOP (4.18) (Rev 09.22)

Issue Date 08/23



Extended In-Home Service and
Preventative Maintenance

BEST

PROTECTION PLAN

Preventative Maintenance Plan

Protection above and beyond the manufacturer's warranty

Warranty Term	Price
2-Year	\$250
4-Year	\$350

Why Extended Coverage?

The NordicTrack and ProForm manufacturer's warranty is the best in the business. But the ***BEST Protection Plan™*** gives you features like annual performance check-ups and the assurance that yo upurchase is fully covered for years of normal use.

Standard features of each plan include:

- ☒ Complete motor service, parts and labor coverage.
- ☒ Unlimited in-home service visits.
- ☒ No hidden fees or deductibles.
- ☒ Included with Preventative Maintenance plans ONLY. Upon your request, a NordicTrack or ProForm authorized Technician will conduct an annual performance check:

- Repair or replace any broken parts
- Inspect and adjust the treadmill
- Lubricate pulleys and movable parts
- Test motor controller for calibration of speeds
- Inspect all potential excessive wear locations
- Confirm proper operation through all ranges of speeds and resistance
- Check and calibrate SMR™ Silent Magnetic Resistance

If you have any questions about your fitness equipment coverage, call:

1-866-538-6117

TERMS & CONDITIONS

This form describes the protection You will have in return for payment by You. Refer to the face page of this Agreement to determine if You purchased Extension Plan or Maintenance Plan coverage.

1. DEFINITIONS:

- A. "Obligor", "We", "Us" and "Our" mean the company obligated under this Agreement, National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois 60604, except in Arizona, Florida and Oklahoma, where it is SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206; in Florida, the license number is: 80173, iic Oklahoma the license number is: 44198049; or in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604; or in Washington, where it is ServicePlan, Inc., 175 W. Jackson, Chicago, IL 60604.
- B. "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.
- C. "Administrator" means Universal Technical Services (UTS), P.O. Box 447, Logan, Utah 84353, 800-677-5838.
- D. "Selling Retailer" means the entity selling the Covered Product and this Agreement.
- E. "Covered Product" means the consumer item(s) which You purchased and is covered by this Agreement.
- F. "Agreement" means the terms, conditions, limitations and exclusions, including Your sales receipt.

2A. EXTENSION PLAN:

(1) Term:

For the Extension Plan, term and coverage under this Agreement for labor begin upon the expiration of the manufacturer's warranty for labor and continue for the period indicated on Your sales receipt. Coverage for parts begins upon expiration of the manufacturer's warranty for parts. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.

(2) Coverage:

Through the Administrator, We will repair, or if unable to be repaired, at Our discretion, replace the Covered Product when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Covered Product must fail during normal usage. Parts will be replaced with those of like kind and quality, and may be new or remanufactured. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Covered Product or are discontinued by the manufacturer, the Covered Product will be replaced with a product of equal or similar features and functionality. In the event We replace Your Covered Product, We will pay for shipping Your Covered Product to Us and shipping the replacement product to Your home.

(3) Limit of Liability:

The limit of liability under the Repair Plan is the least of the cost of (i) the original purchase price of the Covered Product, excluding tax and delivery costs or (ii) authorized repairs not to exceed the original purchase price of the Covered Product or (iii) replacement of the Covered Product with a product with equal or similar features and functionality or (iv) reimbursement for authorized repairs or replacement not to exceed the original purchase price of the Covered Product. This Agreement shall expire upon issuance of a replacement product.

(4) No Lemon Policy:

During the term of this Agreement, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. No Lemon Policy does not apply to repairs during the manufacturer's warranty.

(5) What to do when Your Product fails to Operate:

Call the Administrator's 24-hour customer service toll-free number at 800-677-3838 for the appropriate authorized service center. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered Product that uses batteries as the prime power supply, or a remote control unit, please check that the batteries do not need replacing or recharging.

(6) Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. You will receive service on Your Covered Product using the same type of service provided during the manufacturer's warranty as described below:

- Carry-In:** Covered Products must be delivered and picked up by You at an authorized service center during normal business hours. In the event a Covered Product must be shipped to a central service facility, We will pay for the return shipping cost.
- In-Home:** Service will be performed in Your home. The authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter.

2B. MAINTENANCE PLAN:

(1) Term:

For the Maintenance Plan, term of this Agreement begins on the date of purchase of the Covered Product and continues for the period indicated on Your sales receipt. Coverage for labor is effective upon expiration of the manufacturer's warranty for labor. Coverage for parts is effective upon expiration of the manufacturer's warranty for parts. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.

(2) Coverage:

Through the Administrator, We will repair, or if unable to be repaired, at Our discretion, replace the Covered Product when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Covered Product must fail during normal usage. Parts will be replaced with those of like kind and quality, and may be new or remanufactured. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Covered Product or are discontinued by the manufacturer, the Covered Product will be replaced with a product of equal or similar features and functionality. In the event We replace Your Covered Product, We will pay for shipping Your Covered Product to Us and shipping the replacement product to Your home. In addition, this Agreement will cover one (1) preventative maintenance and performance check of the Covered Product within any continuous twelve (12) month period.

(3) Limit of Liability:

The limit of liability under the Repair Plan is the least of the cost of (i) the original purchase price of the Covered Product, excluding tax and delivery costs or (ii) authorized repairs not to exceed the original purchase price of the Covered Product or (iii) replacement of the Covered Product with a product with equal or similar features and functionality or (iv) reimbursement for authorized repairs or replacement not to exceed the original purchase price of the Covered Product. This Agreement shall expire upon issuance of a replacement product.

(4) No Lemon Policy:

During the term of this Agreement, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. No Lemon Policy does not apply to repairs during the manufacturer's warranty.

(5) What to do when Your Product fails to Operate:

Call the Administrator's 24-hour customer service toll-free number at 800-677-3838 for the appropriate authorized service center. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered Product that uses batteries as the prime power supply, or a remote control unit, please check that the batteries do not need replacing or recharging.

(6) Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. You will receive service on Your Covered Product using the same type of service provided during the manufacturer's warranty as described below:

- Carry-In:** Covered Products must be delivered and picked up by You at an authorized service center during normal business hours. In the event a Covered Product must be shipped to a central service facility, We will pay for the return shipping cost.
- In-Home:** Service will be performed in Your home. The authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter.

3. WHAT IS NOT COVERED:

- A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
- B. PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER EXCEPT FOR STATED HEREIN;
- D. INHERENT PRODUCT DEFECTS OR PARTS FAILURE DUE TO A RECALL;
- E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
- F. PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE COVERED PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, CABLES, HANDLEBARS, LIGHT BULBS, SEAT POSTS, TIRES, TUBES, ETC.;
- G. DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, NEGLIGENCE, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, ANY COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- H. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOITION;

- I. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE OR TIME DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;
- J. ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS;
- K. FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;
- L. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, SHELVES, DRAWERS, RACKS, KNOBS, ROLLERS, BASKETS, SCRATCHES, HANDLES, COSMETIC PARTS OR PEELING AND DENTS, NONFUNCTIONAL PARTS ARE THOSE PARTS THAT ARE NOT CRITICAL TO THE PERFORMANCE OF THE PRODUCT'S ESSENTIAL FUNCTION, EXTERNAL EQUIPMENT SUCH AS PIPES, PLUMBING, POWER SOURCES ETC. USED OR MODIFIED FOR THE PURPOSE OF USE WITH OR FOR THE COVERED PRODUCT, A PART THAT IF MISSING OR BROKEN, DOES NOT RESULT IN THE PRODUCT BEING NON-OPERATIONAL;
- M. UNAUTHORIZED REPAIRS AND/OR PARTS;
- N. COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT;
- O. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;
- P. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;
- Q. LOSS OF DATA OR ANY MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY A COMPUTER OR SOFTWARE VIRUS;
- R. SERVICE WHERE NO PROBLEM CAN BE FOUND;
- S. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- T. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;
- U. INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY AND FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE;
- V. ABNORMAL VARIATION OF ELECTRICITY OR WATER SUPPLY;
- W. DAMAGE INCURRED WHILE MOVING THE COVERED PRODUCT TO ANOTHER LOCATION;
- X. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS;
- Y. IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS.

4. CONDITIONS:

A. Renewal:

This Agreement is renewable at Our discretion. Renewal cost reflects the age of the Covered Product and service costs at time of renewal.

B. Transferability:

This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

C. Territorial Limitation:

This Agreement does not cover products located outside of the 50 states of the United States of America, including the District of Columbia.

D. Subrogation:

If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

E. Dispute Resolution - Arbitration:

This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

F. Cancellation:

You may cancel this Agreement for any reason at any time. To cancel, contact the Selling Retailer within thirty (30) days of receipt of Your Agreement for a full refund. After thirty (30) days, contact the Administrator in writing to receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be