

## Dealer Terms and Conditions

### **Extended Service Protection Plan 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 & Canada.

#### **Terms:**

The Administrator of this agreement, MHHC Enterprises Inc. Inc 400 Union ST SE Olympia, WA 98501, 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 sales receipt, subject to a maximum combined coverage period of seven (7) years from the original date of purchase for all eligible products covered. The Plan covers eligible products purchased as new, refurbished or recertified by the manufacturer and manufactured for use in the United States & Canada, 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. 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 direct you to the location to the approved Dealer location to exchange the Covered Product.

#### **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 available from Dealer. 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.
- f. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product by the owner 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: set up 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. This Plan is transferable to a subsequent owner but not for a new or different product. You may transfer your service contract to a new owner of the covered product by emailing notice of transfer to [cs@cpscentral.com](mailto:cs@cpscentral.com) or calling **(833) 644-2368 Option 4**. 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.
- 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 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.

**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 replace product with one of like kind and function from the Dealer product line. If product is not available from Dealer, Administrator will cash out the customer for the amount paid for the covered product on the original sales receipt.
- 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.
- i. This plan must be registered properly within 30 days of your invoice date. To register your plan, visit [www.cpscentral.com](http://www.cpscentral.com) and click the "Register Your Plan" button. If you prefer to register by telephone with a representative please call (833) 644-2368 Option 4. Failure to properly register this plan may restrict or eliminate full coverage benefits under this plan. 24-hour coverage is available at 833-644-2368 Option 4, or by email at [claims@mhhcco.com](mailto:claims@mhhcco.com)

**To Arrange for Service:**

Call 1 (833) 644-2368 Option 4 prior to arranging service. Please have your original bill of sale and the Plan available so our Customer Service Representative is able to quickly arrange for service by an authorized service provider.

**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 cost reach the original purchase price. We will have no further liability at this point.

**BINDING ARBITRATION:**

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**OBLIGATIONS:**

Obligations of the Provider are guaranteed under a service contract reimbursement insurance policy, issued by Plateau Casualty Insurance Company. Should the Provider fail to pay or provide service on any claim, including any claim for the return of the unearned portion of the provider fee, within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a

claim directly against the service contract reimbursement insurance company, Plateau Casualty Insurance Company 2701 N. Main St. Crossville, TN 38555 (888) 398-3632.

MHHC Warranty and Service Inc. (MHHC) is the Obligor entity under this Service Agreement. You may contact MHHC toll-free 1-833-644-2368 Option 1 *A \$100.00 deductible may apply in the first 6-months of purchase for any extended service agreement sold online. MHHC Warranty and Services Inc., reserves the right to waive any deductible.*

**State Specific Information:**

**Alabama only:** In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

**Arizona only:** Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

**California only:** This service contract can be cancelled by the contract holder for any reason. If you decide to cancel this service contract, and a cancellation notice is received by the Administrator with 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 contract, and no claims have been made against the service contract, you will be refunded the full service contract price. If you cancel your service contract after thirty (30) days for a home appliance or home electronic, or after sixty (60) days for all other products, from the date you received this service contract, you shall receive a pro-rata refund of any amount of the service contract price, less any claims paid, less an administrative fee of ten percent (10%) of the service contract price or \$25, whichever is less, unless otherwise precluded by law.

**Connecticut only:** The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

**Georgia only:** This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

**Hawaii only:** In the event we cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation. If a refund is not paid by Us within forty-five (45) days after Your return of the Contract to Us, We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

**Indiana only:** Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

**Michigan only:** If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

**Nevada only:** The obligor in Nevada is MHHC Enterprises, Inc. If You are not satisfied with the manner in which the provider is handling the claim on the Contract, You may contact the Commissioner by use of the toll-free number of the Division, (888) 872- 3234. If a refund is not paid by Us within forty-five (45) days after Your return of the Contract to Us, We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. In the event We cancel this Plan, no cancellation fee shall apply and We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan 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 Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and

materially increased beyond that contemplated at the time You purchased this Plan. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

**New Mexico only:** If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan 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 Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan. If a refund is not paid by Us or credited to Your account within sixty (60) days after Your return of the Contract to Us, We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period, or portion thereof that the refund remains unpaid.

**North Carolina only:** The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

**Oklahoma only:** This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. License # [ ].

**Oregon only:** Any controversy or claim arising out of or relating to this Contract shall be settled by arbitration only upon Your and Our mutual agreement, in accordance with the Oregon Uniform Arbitration Act, and in Your county of residence or another location in Oregon mutually agreed to by You and Us.

**South Carolina only:** If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

**Tennessee only:** This Plan is automatically extended while the product is being repaired.

**Texas only:** Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

**Utah only:** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment 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 Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach 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 Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation.

**Virginia only:** If any promise made in the contract 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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Wisconsin only:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us. **OBLIGATIONS** is deleted in its entirety and replaced with the following: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. Should the Provider fail to provide, or reimburse or pay for, a service that is covered under this service contract within 60 days after a contract holder provides proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the contract holder may file a claim directly with Plateau Casualty Insurance Company for reimbursement, payment, or provision of the service by contacting them at 2701 N. Main St. Crossville, TN 38555 (888) 398-3632. **General Conditions**, Item o is deleted in its entirety and replaced with the following: 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. If cancelled after the first 30 days, a pro-rata refund will be issued, less

any claims paid and less an administrative fee of ten percent (10%) of the service contract price or \$25, whichever is less. ADMINISTRATOR may cancel this Plan for nonpayment of the provider fee, material misrepresentation by the Plan Owner to the provider or administrator, or substantial breach of duties by the Plan Owner relating to the covered product or its use. In the event of cancellation by ADMINISTRATOR We shall mail notice of cancellation to Plan Owner at Your last known address contained in Our records at least 5 days prior to cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. In the event of cancellation by ADMINISTRATOR (except for non-payment), ADMINISTRATOR will refund 100 percent of the unearned pro-rata provider fee, less any claims paid. If a refund is not paid or credited to Your account by Us within forty-five (45) days after Your return of the Contract to Us, We will pay You a penalty of ten percent (10%) of the outstanding refund amount. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

**Washington** Not Filed with State at This time: Arbitration proceedings will be held at a location in closest proximity to Your permanent residence. If You cancel this Plan within the first thirty (30) days, and no claim has been made, the Plan will be considered void and We shall refund to You, or credit Your account with the full purchase price of the Plan. The right to void the Plan provided in this subsection is not transferable and shall apply only to the original service contract purchaser. A ten percent penalty per month shall be added to a refund of the purchase price that is not paid or credited within thirty days after return of the Plan to the service contract provider. If We cancel this Plan, we will provide You with at least a twenty-one (21) day notice. The notice will contain the effective date of cancellation and the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.