

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Obligor: The company obligated under this Plan is **Asurion Consumer Solutions, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. This contract is only available for purchase in Illinois, Iowa and Wisconsin.

Definitions: (1) "we", "us" and "our": refers to the company obligated under this Plan, as indicated in the "Obligor" section above; (2) "administrator" refers to: Asurion Consumer Solutions, LLC ("Asurion"). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20166; (3) "breakdown": refers to the mechanical or electrical failure of the product caused by: a) defects in materials/and or workmanship, b) normal wear and tear, c) dust, heat, or humidity, and d) power surges; (4) "product": refers to the consumer item(s) which you purchased concurrently with and is covered by this Plan; (5) "you", "your" and "service contract holder": refers to the individual who purchased the product and this Plan, or the approved transferee; (6) "retailer": refers to the retailer from which you purchased the product and this Plan.

Instructions: You must keep this Plan and the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, shall collectively constitute the entire agreement between the parties identified herein. Your rights under this Plan may vary from state to state.

To Obtain Service: Call Asurion 24 hours a day, seven days a week, at 800-460-8749 or contact us online at www.productassist.com/blains to process your claim. Please have your receipt handy and be prepared to tell us which product needs service and the nature of the problem. You must call Asurion prior to having service; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Foreign language assistance is available for your convenience.

What Is Covered:

For Service Plans: This Plan covers parts and labor costs to repair your product in the event it experiences a breakdown which is not covered under any other insurance policy, other warranty or service contract. We will, at our discretion, repair or replace the product or reimburse you for authorized repairs or replacement of the product, when required due to a covered breakdown. We will provide pick-up and delivery of the product when required for repair service for products with an initial purchase price exceeding \$800.00. For products with an initial purchase price under \$800.00, you will be responsible for delivery or the cost of delivery of the covered product to the service center for repair or replacement. Non-original manufacturer's parts may be used for repair of the product.

For Replacement Plans: This Plan covers the replacement of your product in the event your product experiences a breakdown which is not covered under any other insurance policy, other warranty or service contract. We will, at our discretion, replace the product with one of like kind and quality that performs to the factory specifications of the original product or reimburse you for replacement of the product, when required due to a covered breakdown. If your product requires replacement, you will be instructed to ship your product to our authorized service center, per our instructions. Asurion will pay for the cost of shipping your product to the authorized service center. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product.

No Lemon Policy: During the term of this Plan, after three (3) service repairs have been completed on an individual product, for the same defect, and that individual product requires a fourth (4th) repair, as determined by us, we will replace it with a product of like kind and quality that performs to the factory specifications of the original product, not to exceed the original purchase price. (NOTE: The No Lemon Policy is not applicable to Replacement Plans).

Term of Coverage:

Service Plans for products \$200.00 to \$799.99: Your term and coverage begin upon the expiration of the manufacturer's labor warranty and continues for a period of two (2) years.

Service Plans for products \$800 and above: Your term begins on your date of purchase and continue for a period of four (4) years. Except for pick-up and delivery which begins on your date of purchase, all other coverage begins after the expiration of the manufacturer's warranty. The Plan 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. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within Plan's terms and conditions. In the event the product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

Replacement Plans for all products under \$200.00: Your term and coverage begin upon the expiration of the manufacturer's labor warranty and continues for a period of one (1) or two (2) years, depending on the plan you purchased.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of (1) the total of authorized repairs performed, up to the purchase price of the covered product, (2) replacement with a product of

like kind and quality that performs to the factory specifications of the original product, (3) reimbursement for authorized repairs or replacement of the covered product, or (4) the price that You paid for the product. The total liability under this Plan is the purchase price You paid for the product; in the event that the total of all authorized repairs exceeds the purchase price paid for the product, we replace the product with another of equal or greater value, or we reimburse you for the purchase price of the product, we shall have satisfied all of our obligations under this Plan.

Deductible: There is no deductible required to obtain service for your covered product.

Replacement Products: We may replace your product with a **NEW, REMANUFACTURED, REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

What Is Not Covered: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, FOR LOSS OF DATA, OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (4) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (5) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (6) PREVENTATIVE MAINTENANCE; (7) COMMERCIALY USED PRODUCTS (8) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (9) THE ELEMENTS OF ACTS OF GOD; (10) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (11) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES; (12) ACCESSORIES AND SUPPLIES USED IN CONJUNCTION WITH THE COVERED PRODUCT OR PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO: BELTS, TIRES, BLADES, BATTERIES, SPARK PLUGS, FILTERS, TRIMMER LINES, GRASS BAGS, BULBS, ANTENNAS, VACUUM CLEANER BELTS, OR EXTERIOR PIPES OR PLUMBING; (13) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS PLAN; (14) DAMAGE COVERED BY OTHER WARRANTY OR SERVICE CONTRACT; (15) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT; (16) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (17) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (18) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (19) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (20) SCRATCHES, PEELING AND DENTS; (21) UNAUTHORIZED REPAIRS AND/OR PARTS; (22) PARTS FAILURE DUE TO A MANUFACTURER RECALL; (23) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (24) DAMAGE INCURRED DURING TRANSPORTATION; (25) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE; (26) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY REGARDLESS OF THE MANUFACTURER'S ABILITY TO PERFORM SUCH REPAIRS; (27) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; AND (28) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY AT THE TIME OF PURCHASE) AND DEMONSTRATION MODELS; (29) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; AND (30) SERVICE THAT OCCURS OUTSIDE OF THE DISTRICT OF COLUMBIA AND THE FIFTY (50) UNITED STATES OF AMERICA.

Transfer: This Plan may be transferred. You may transfer the balance of this Plan by contacting Asurion at 800-460-8749 or P.O. Box 1818, Sterling, VA 20167. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: The Replacement Plan is not renewable. The Service Plan is renewable, at our discretion.

Cancellation: You may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed above. This Plan may be canceled by you for any reason. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a pro-rata refund of any amount owed based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. We or Asurion may not cancel this Plan without providing you with written notice at least thirty (30) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authority. If we or Asurion cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price less any claims which have been paid.

Insurance: This is not a Plan of insurance. Obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you

have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206.

ARBITRATION AGREEMENT: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this contract or the Plan can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this arbitration agreement, references to “we” and “us” include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Blain Supply, Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this contract.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this contract or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or contract was entered into by you and us or that arises after this Arbitration Agreement or contract is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to Us should be addressed to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department: 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney’s fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney’s fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator’s written decision. While the right to the attorney’s fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney’s fees and expenses. Although we may have the right under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party’s individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or

our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

State Variations:

The following state variations shall control if inconsistent with any other terms and conditions:

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of Plan purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **(2)** the sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

To obtain a large-type copy of the terms and conditions of this Plan, please call 800-460-8749.

Administered by:

Asurion

P.O. Box 1340 • Sterling, VA 20167-8434 • 800-460-8749

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