

National Electronics Warranty, LLC, whose address is P.O. Box 1340, Sterling, VA 20167, telephone 866-551-5924, is contracting with you to provide this Plan. Please read the Plan carefully and completely, since it is a legal agreement between you and NEW and contains a binding ARBITRATION provision.

Throughout this Plan the words: (1) “we”, “us”, or “our” refer to National Electronics Warranty, LLC (“NEW”); (2) “retailer” refers to the retailer from which you purchased your product; (3) “product” refers to the item which you purchased to which this Plan applies; (4) “you” and “your” refers to the individual who purchased the product to which this Plan applies; (5) “value” refers to the buyback trade-in value as determined by us for the product that you will return to us. Buyback value is based on condition of your product and length of ownership; (5) “Plan” refers to the Buyback program as outlined below; and (6) “Service Contract” refers to the service contract that you purchased concurrently with the product that is covered by this Plan.

Instructions: You must keep the receipt for the covered product; it is an integral part of this Plan and you may be required to produce it to obtain service. This Plan, including the receipt showing the commencement date and product identification, constitute the entire agreement.

This Plan provides for the trade-in of your product to NEW for a value, as determined by us, based on the working condition and length of time since you purchased the product. See below for more details on how we determine such value. After the value of your product has been determined by us, you must ship your product (and all accessories included) in working order to us prior to receiving the trade-in value. After receipt of the product and accessories, we may issue you a voucher, gift card or check at our discretion for the trade-in value as determined by us. **NOTE:** Any missing accessories may cause the grade of your trade-in value to decrease based on the determining factors below. You are responsible for backing up and purging all computer software and data prior to exercising your trade-in. We are not responsible for preserving or removing data from your product.

Determination of Value:

We will evaluate the condition of your product and grade it based on the following criteria:

- (1) **Excellent:** The product is fully functional with no technical problems, with only a few scratches, and all accessories are included.
- (2) **Fair:** The product has one or more of the following issues: (1) The product has sustained minor functional damage that can be easily repaired; and/or (2) The product has visible wear and tear, including but not limited to, scratches, cracks, dents and internal dust build up.
- (3) **Poor:** The product has one or more of the following issues: (1) The product has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; (2) The product has water damage or damage from bodily fluids; (3) The product shows indications of a serial number modification; and/or (4) The product has insect/rodent infestation/damage.

We will issue a voucher, gift card or check in an amount equal to a percentage of your original product purchase price. The percentage will be determined in accordance with the following schedule, based on the grade (as determined above) and the length of time since you purchased the product:

Months since Product Purchase:

Grade	0-6	7-12	13-18	19-24
Excellent	50%	40%	30%	20%
Fair	25%	20%	15%	10%
Poor	0%	0%	0%	0%

The term of this Plan begins on your date of product purchase and continues for the term of your Service Contract that you purchased, not to exceed two (2) years.

When you are ready to make your claim under this Plan, call NEW 24 hours a day, 7 days a week at 866-551-5924 to begin the claim process. We will pay for the cost of shipping your product to us; a prepaid label will be provided to you. If, upon receipt of your product and validation of its condition, we determine that your product does not meet the previously determined grade, and you would like your product back, you will be responsible for the delivery or cost of delivery of your product from our service center back to you. If, within sixty days of such determination, you fail to arrange for shipping of the product back to you, NEW may dispose of the product as it sees fit. Foreign language assistance is available for your convenience.

Subrogation: In the event you exercise this Plan, you agree to subrogate and assign your rights of recovery to us.

Arbitration: All disagreements and disputes between you and NEW or Amazon, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the terms of the Arbitration Agreement Addendum as stated below. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims.

Arbitration Agreement: Most of the questions or concerns that you may have about the program or this Plan can be addressed quickly and satisfactorily by contacting us at 1-866-856-3882. In the unlikely event that there are any disputes that cannot be resolved informally, **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 A CLASS ACTION.** For the purpose of this arbitration agreement, references to “we” and “us” include NEW and Amazon and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. The enforcement and interpretation of this arbitration agreement is governed by the Federal Arbitration Act. This arbitration agreement shall survive the termination of this Plan.

This arbitration agreement is intended to be interpreted broadly, and it includes, without limitation: (1) any dispute or claim arising out of or relating in any way to the program or to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) any such dispute or claim that arose either before this arbitration agreement or Plan was entered into by you and us or that arises after this arbitration agreement or Plan is terminated; and (3) any such dispute or claim that currently is the subject of purported class action litigation in which you are not a member of a certified class. Notwithstanding any of the foregoing, this arbitration agreement does not preclude you or us from bringing an individual action in small claims court. This arbitration

agreement also does not preclude you from informing any federal, state or local agencies or entities of your dispute or claim. Such agencies or entities may be able to seek relief from us on your behalf.

If You wish to arbitrate a dispute or claim against us, you must first send a Notice of Claim ("Notice") in writing and by certified mail to 22660 Executive Drive, Suite 122, Sterling VA 20166, Attn: Legal Dept. The Notice must state the basis for your dispute or claim and the relief you are seeking. If we do not resolve the dispute or claim to your satisfaction within 30 days of receipt of the Notice, you may initiate an arbitration against us with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration by calling 1-800-778-7879 or by visiting the AAA's website at www.adr.org. After we receive notice of the arbitration, we will reimburse you for payment of the filing fee required to initiate the arbitration, as long as your dispute or claim is for less than \$75,000. If you are unable to pay the filing fee required to initiate the arbitration, we will pay the filing fee if you send a request to us in writing and by certified mail to 22660 Executive Drive, Suite 122, Sterling VA 20166, Attn: Legal Dept. 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 the AAA's website at www.adr.org or by calling the AAA at 1-800-778-7879.

The arbitrator appointed by the AAA to decide your claim or dispute is bound by the terms of this agreement to arbitrate. All issues related to your claim or dispute will be decided by the arbitrator, with the exception that issues relating to the scope and enforceability of this agreement to arbitrate will be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your mailing address. If your claim or dispute is for \$10,000 or less, we agree that you may choose to conduct the arbitration hearings either by submitting written documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your claim or 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 agreement to arbitrate, unless you seek more than \$75,000 from us in the arbitration or your dispute or claim is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In those two cases, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a decision and provide a written explanation of the facts and law upon which that 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 before the arbitrator was selected or if we made no settlement offer before the arbitrator was selected and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$10,000, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorneys' fees and the actual amount of any expenses he or she reasonably incurred when investigating and pursuing your dispute or claim in arbitration. Neither you nor we will disclose any settlement offers to the arbitrator until after the arbitrator has issued a decision and determined the damages award, if any. The arbitrator may resolve any disputes regarding fees and expenses either during the arbitration hearings or within 14 days of issuing a decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have to such fees and expenses 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 agree to waive the right to do so.

To the extent either declaratory or injunctive relief is sought by you in the arbitration, such relief can be awarded only in your favor and only to the extent necessary to provide the relief warranted by Your claim. **YOU AND WE AGREE THAT YOU MAY BRING A CLAIM AGAINST US ONLY IN YOUR 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 or claim of another person with your dispute or claim 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.

To Obtain a large type copy of the Terms and Conditions of this Contract, please call 866-551-5924.

Administered by:

NEW

P.O. Box 1340, Sterling, Virginia, 20167

SAMPLE