

Terms and Conditions

Obligors: The companies obligated under this Contract are as follows: If this Contract is purchased in Maine: the retailer from which You purchased this Contract and the Product; if purchased in any other state (except Arizona, Florida, Oklahoma, Texas or Wisconsin) or the District of Columbia: **National Product Care Company**, 175 West Jackson Blvd, Chicago, Illinois 60604; If purchased in Arizona, Oklahoma or Wisconsin: **Service Saver, Incorporated**, 175 West Jackson Blvd, Chicago, Illinois 60604; if purchased in Florida: **National Electronics Warranty Corporation of Florida** (a service warranty association), P.O. Box 1340, Sterling, Virginia 20166; and if purchased in Texas: **National Product Care Company dba Texas National Product Care Company, Inc.**, 175 West Jackson Blvd, Chicago, Illinois 60604.

Instructions: You must keep this Contract and Your sales receipt, as You may be required to produce them to obtain service. This Contract, including the terms, conditions, limitations, exceptions and exclusions, including Your sales receipt, constitute the entire agreement between the parties identified herein. Your rights under this Contract may vary from state to state.

To Obtain Service: Call N.E.W. 24 hours a day, seven days a week, at 1-866-257-6545 for instructions on obtaining repair, replacement of or reimbursement for Your Product. Please have Your receipt handy and be prepared to tell Us which Product needs service and the nature of the problem. You must call N.E.W. prior to having service; all repairs must be authorized in advance. We will not reimburse You for work done by unauthorized servicers or others. There is no deductible required to obtain service for Your covered Product. Foreign language assistance is available for Your convenience.

What Is Covered:

For Replacement Plans: For any Product for which a replacement plan has been purchased according to Your sales receipt, We will replace the Product with one with similar features, or reimburse You for replacement of the Product or the purchase price indicated on Your sales receipt, at Our discretion, when required due to a Breakdown, including those experienced during normal wear and tear, and those manifesting from power surges, which are not covered under any other warranty or service contract. We will be responsible for delivery or the cost of delivery of the Product to the service center for replacement.

For Service Plans: This Contract covers parts and labor costs resulting from a mechanical or electrical failure of the Product caused by defects in workmanship and/or materials, including those resulting from normal wear and tear, including those manifesting from power surges, which are not covered under any other warranty or service contract. If in-home service is provided for the full term of Your manufacturer's warranty, it will be provided under this Contract. If Your Product requires in-home service, a technician may be sent to Your home to (1) pick up Your Product for repair at an authorized service center or (2) repair the Product on-site. If service on Your Product is performed at an authorized service center, pick up and delivery charges will not be assessed to You, but will be covered under this Contract. If in-home or carry-in service is not provided, We will be responsible for delivery or the cost of delivery of the Product to the service center for repair or replacement. Non-original manufacturer's parts may be used for repair of the Product if the manufacturer's parts are unavailable or more costly. We will repair or replace the Product, or reimburse You for authorized repairs to or replacement of the Product, at Our discretion, when required due to a Breakdown, which is not covered under any other warranty or service contract. This Contract also covers up to \$45.00 of the cost of installation, removal or reinstallation of the Product in connection with repair or replacement of the Product. **For Bike Tune-Up / Service Plans** (excluding stationary bikes): This Contract also provides coverage for one (1) or two (2) tune-ups during the Contract term, as specified in the "Term of Coverage" section. You will be responsible for delivering Your bike to Dick's Sporting Goods where the tune-up or service will be performed.

No Lemon Policy: After three (3) service repairs have been completed on an individual Product, for the same defect, and that individual Product requires a fourth repair, as determined by Us, We will replace it with a product with similar features, not to exceed the original purchase price. Bike tune-ups are excluded from the No Lemon Policy.

Term of Coverage:

For Replacement Plans: Depending upon the Plan You select, Your term begins on Your date of purchase and continues for one (1) or two (2) years as indicated on Your sales receipt. Coverage begins upon the expiration of the retailers return to store policy of thirty (30) days.

For Service Plans: Depending upon the Plan You select, Your term begins on Your date of purchase, inclusive of the manufacturer's warranty, and continues for a period of two (2), three (3) or four (4) years as indicated on Your sales receipt. In the event Your Product is being serviced by an authorized service center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

For Bike Tune-Up / Service Plans (excluding stationary bikes): Depending upon the Plan You select, Your term begins on Your date of purchase, inclusive of the manufacturer's warranty, and continues for a period of one (1), two (2) or three (3) years. Depending on the plan You select, if You purchased a two (2) year plan, this contract covers one (1) tune-up. If You purchased a three (3) year plan, this contract covers two (2) tune-ups. In the event Your Product is being serviced by an authorized service center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

Limit of Liability: For any single claim, the limit of liability under this Contract is the least of the cost of (1) the total of authorized repairs performed up to the purchase price of the Product, (2) replacement with a product of similar features, (3) reimbursement for authorized repairs or replacement or, (4) the purchase price You paid for the Product. The total liability under this Contract is the purchase price You paid for the Product. In the event that We replace the Product, reimburse You for replacement of the Product or purchase price You paid for the Product, We shall have satisfied all obligations owed under this Contract.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS CONTRACT; (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, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS (APPLIES TO ONLY THOSE PRODUCTS NOT INTENDED FOR REGULAR OUTDOOR USE) OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (9) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES, DAMAGE COVERED BY OTHER WARRANTY OR SERVICE CONTRACT; (10) PREVENTATIVE MAINTENANCE (11) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS CONTRACT; (12) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT EXCEEDING \$45.00; (13) COMMERCIALLY USED EQUIPMENT; (14) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER, EXCEPT AS STATED HEREIN; (15) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (16)

PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR STORE RETURN POLICY; (17) NON-FUNCTIONAL OR AESTHETIC PARTS, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (18) SCRATCHES, PEELING AND DENTS; (19) UNAUTHORIZED REPAIRS AND/OR PARTS; (20) PARTS FAILURE DUE TO A MANUFACTURER RECALL; (21) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (22) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (I.E., BATTERIES, TIRES, TUBES, ETC.); (23) DAMAGE INCURRED DURING TRANSPORTATION; (24) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE; (25) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (26) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY; (27) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; AND (28) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA INCLUDING THE DISTRICT OF COLUMBIA.

Definitions: (1) **We/Us/Our:** The company obligated under this Contract, as referenced in the "Obligor" section of this Contract; (2) **N.E.W.:** The administrator of this Contract; namely: In all states (except AL, AZ and FL) and DC: National Electronics Warranty, LLC; In FL: National Electronics Warranty Corporation of Florida; in AL and AZ: N.E.W. Warranty Services, Inc.; (3) **Breakdown:** The mechanical, electrical or physical failure of the Product caused by defects in workmanship and/or materials; (4) **Product:** The consumer item(s) which You purchased concurrently with and is covered by this Contract; (5) **You/Your/Warranty Holder:** The individual who purchased the Product and this Contract, or the assigned Transferee.

Transfer: This Contract may be transferred. You may transfer the balance of this Contract by contacting N.E.W. at (866) 882-8512 or P.O. Box 1818, Sterling, VA, 20167. Information provided by You must include the Contract number, date of transfer, new owner's name, complete address and telephone number.

Renewal: This Contract is renewable at Our discretion.

Cancellation: You may cancel this Contract at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to N.E.W. at the address listed above. You may cancel this Contract for any reason. In the event You cancel this Contract within thirty (30) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after thirty (30) days of receipt of this Contract, 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 Contract or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. N.E.W. or We may not cancel this Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authority. If N.E.W. or We cancels this Contract, You shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Contract price less any claims that have been paid. We or N.E.W. may not cancel this Contract 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. In Alabama, Arkansas, Hawaii, Maryland, Minnesota, Missouri, Nevada, New York, South Carolina, Washington and Wyoming: If You cancel Your Contract within thirty (30) days of receipt of Your Contract and do not receive a refund or credit within thirty (30) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

Insurance: This is not a contract of insurance. Obligations of the obligor under this Contract are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. In AL, AR, AZ, CT, GA, IL, KY, MO, MT, NH, NY, NC, OH, TX, UT, WA, WI and WY: If You have filed a claim in writing under this Contract and the obligor fails to provide service on Your claim within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Contract and the sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, Attention: Service Contract Claims, 1-800-209-6206.

Dispute Resolution - Arbitration: To the extent permitted by law, 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 rules of the American Arbitration Association. Under this Arbitration provision. You give up your right to resolve any controversy or claim arising out of or relating to this Contract 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. The laws of the state of Illinois (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

State Specific Variations:

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

ARIZONA ONLY: The following statement is added to the "Cancellation" section of this Contract: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the "WHAT IS NOT COVERED" section of this Contract, exclusion (2) does not apply in the state of Arizona. The following statement is added to the "Arbitration" section of this Contract: Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548.

ARKANSAS ONLY: The following statement is added to the "Insurance" section of this Contract: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of a cancellation. The following statement is added to this Contract: This Contract does not exclude pre-existing conditions.

CALIFORNIA ONLY: The following statement is added to the "Dispute Resolution - Arbitration" section of this Contract: This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov. The following statement amends the "Cancellation" section of this Contract: In the event You cancel this Contract within sixty (60) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after sixty (60) days of receipt of this Contract, 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 Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made.

CONNECTICUT ONLY: The following statement is added to the "Term of Coverage" section of this Contract: The term of this Contract will be automatically extended for the period during which the Product is in the custody of a service center for repair. The following statement is added to the "Cancellation" section of this Contract: You may cancel this Contract if You return the Product or the Product is sold, lost, stolen, or destroyed. The following statement is added to this Contract: If You purchased this Contract in Connecticut; You may pursue arbitration to settle disputes between You and the provider of this Contract. 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 Contract.

FLORIDA ONLY: The following statement is added to the "Cancellation" section of this Contract: In the event this Contract is cancelled by the Warranty Holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the Warranty Holder. In the event this Contract is cancelled by N.E.W., return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The "Dispute Resolution - Arbitration" section of this Contract is removed. The following is added to the "What is Covered" sections: You will be reimbursed in the form of a replacement Product or check.

GEORGIA ONLY: "In the "WHAT IS NOT COVERED" section of this Contract, exclusion (2) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Contract. The following statement is added to the "Cancellation" section of this Contract: If You cancel after thirty (30) days of receipt of Your Contract, You will receive a pro rata refund of the Contract price. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and administrative fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. N.E.W. or We may not cancel this Contract except for fraud, material misrepresentation, or non-payment by You. The "Dispute Resolution - Arbitration" section of this Contract is removed.

MICHIGAN ONLY: The following statement is added to this Contract: If performance under this Contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Contract shall be extended for the period of the strike or work stoppage.

MISSOURI ONLY: The following statement is added to the "Insurance" section of this Contract: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of a cancellation.

NEVADA ONLY: The following statement is added to the "Cancellation" section of this Contract: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation.

NEW HAMPSHIRE ONLY: The following statement is added to this Contract: In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

NEW MEXICO ONLY: The following statement is added to the "Cancellation" section of this Contract: . If this Contract has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Contract 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 Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; or 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increase the service required under this Contract. If You cancel Your Contract within thirty (30) days of receipt of Your Contract and do not receive a refund or credit within sixty (60) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

NORTH CAROLINA ONLY: The following statement is added to this Contract: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Product. The following statement is added to the "Cancellation" section of this contract: We or N.E.W. may not cancel this Contract except for nonpayment by You or for violation of any of the terms and conditions of this Contract.

OKLAHOMA ONLY: The following statement amends the "Cancellation" section of this Contract: No claim incurred or paid nor any repair made will be deducted from the amount to be refunded in the event of cancellation. This Contract is not issued by the manufacturer or wholesale company marketing the Product covered by this Contract. This Contract will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in this Contract.

SOUTH CAROLINA ONLY: The following statement is added to this Contract: If You purchased this Contract in South Carolina, complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

TEXAS ONLY: The following statement is added to the "Cancellation" section of this Contract: If You cancel Your Contract within thirty (30) days of receipt of Your Contract, Your Contract 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 contract, 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 this Contract: If You purchased this Contract in Texas, unresolved complaints or questions concerning the regulation 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.

UTAH ONLY: The following statement is added to the "Cancellation" section of this Contract: We can cancel this Contract during the first sixty (60) days of the initial 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 cancellation date for nonpayment 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 Contract or (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 Contract number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. The "Arbitration" section of this Contract 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, a copy of which is available on request from the Company. 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 judgement in any court of proper jurisdiction. The following statement is added to this Contract: Coverage afforded under this Contract 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 Contract does not invalidate or reduce a claim. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

WASHINGTON ONLY: The following statement amends the "Insurance" section of this Contract: If You have filed a claim in writing under this Contract and the Obligor fails to pay or provide service on a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of the Contract and sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, Attention: Service Contract Claims, 1-800-209-6206.

WISCONSIN ONLY: In the "WHAT IS NOT COVERED" section of this Contract, exclusion (19) is removed. The following statement is added to the "Cancellation" section of this Contract: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Contract. The following statement is added to this Contract: **This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.** You should furnish proof of loss to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Contract. Failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim. The following statement is added to the "Arbitration" section of this Contract: Arbitration must be agreed to by the parties involved.

WYOMING ONLY: The following statement is added to the "Arbitration" section of this Contract: In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

To obtain a large-type copy of the terms and conditions of this Contract, please call 1-866-257-6545.

Administered by:

N.E.W.

P. O. Box 1340 • Sterling, VA 20166 • 1-866-257-6545

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