



Service Contract Programs

AGREEMENT

This Agreement is not a Contract of Insurance

PLEASE READ THIS AGREEMENT CAREFULLY. It describes the protection you will receive in return for payment by You. You must keep this Agreement, Your sales invoice and receipt for the product You purchased. They are integral parts of this Agreement and You may be required to produce them to obtain service. You must maintain the covered product as recommended by the manufacturer's owner's manual or product warranty. Refer to the face of this Agreement, or the Declarations Page of this Agreement, or Your sales invoice or receipt to determine the term of this Agreement, whether You purchased a Replacement or Repair Plan, and if there is a Deductible required to obtain service.

I. **DEFINITIONS:** In this Agreement, "**You**" and "**Your**" mean the person who purchased coverage as outlined in this Agreement, and any authorized transferee/assignee of the purchaser. "**We**", "**Us**" and "**Our**" mean the company obligated to perform under this Agreement (the "**Obligor**"). Atwood Distributing, L.P. 500 South Garland Rd Enid, OK 73703

is the Obligor if purchased in the following states: Arkansas, Kansas, Missouri, Oklahoma, and Texas. Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor. In addition, unless defined elsewhere in this Agreement, certain words and phrases are defined as follows:

- A. "**Accidental Damage in Handling**" or "**ADH**" means a single, unexpected, sudden and unintentional event such as, drops and liquid spills, and does not include accumulated damage from continual or multiple events.
- B. "**Ensure Protect**" means, solely in an administrative capacity, Warranty Concepts Inc. DBA Ensure Protect, 1604 Dell Ct., San Jose, CA 95118, toll-free (844) 927-7689
- C. "**Covered Product**" means the devices covered by this Agreement.
- D. "**Deductible**" means that coverage provided under this Agreement may be subject to a deductible per claim request on each Covered Product with or without a protective case installed. The Deductible will be indicated on the Declarations Page.
- E. "**Mechanical or Electrical Breakdown**" means a mechanical or electrical failure of Your Covered Product to perform its fundamental operation(s) in normal service.
- F. "**New Product**" means that there has been no prior owner of the Covered Product and the product has a full manufacturer's warranty as of the effective date of this Agreement. A protective case may be required to receive coverage under this Agreement.
- G. "**Retailer**" means the entity selling the Covered Product and/or this Agreement, as identified on your sales invoice or receipt.
- H. "**Used Product**" or "**Refurbished**" means any Covered Product that is not a New Product and has at least 30 days of coverage under another service plan.

II. **REPLACEMENT PLAN:** If You purchased a Replacement Plan and have a structural failure, mechanical or electrical breakdown, We will replace Your Product(s) with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or if a similar product(s) is not available, We will reimburse You via a gift card or cash settlement, up to the original purchase Price of Your Product(s), excluding sales tax, not to exceed the Limit of Liability shown below; and if We do so, all obligations will be satisfied. No further claims will be paid under this Service Plan for the replaced item. Coverage begins on date of purchase listed on Your sales receipt or ordering document. Only qualifying items with a manufacturer suggested retail price under three hundred dollars (\$300) are eligible for coverage under the Replacement Plan, and must be identified as a Replacement Plan on your receipt and/or declaration page.

III. **REPAIR PLAN:**

- A. **Term:** The term of this Agreement begins on the effective date and continues for the period indicated on the Declarations Page, sales invoice or receipt, unless otherwise indicated herein. Coverage for Mechanical Breakdown and covered defects is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the event the 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. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.
- B. **Coverage:** The type of coverage is indicated on the Declaration Page. We may repair or replace the Covered Product at Our discretion. Parts will be replaced with those of like kind and quality. We may use new or remanufactured parts. The Covered Product will be replaced by Us with a product of similar quality and features if We determine that the cost to repair the Covered Product exceeds the original purchase price or if parts are no longer available or are discontinued by the manufacturer. We may, at Our discretion, elect to issue a cash settlement for the replacement cost of the product instead of providing a replacement. Any replacement product will require the purchase of a new Agreement. Proof of purchase may be required for New or Used Products to receive coverage under this Agreement.
- C. **Limit of Liability:** Our limit of liability for the Covered Product under the Repair Plan is the lesser of the cost of replacing the Covered Product or three (3) repairs to the Covered Product. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY. This Agreement shall expire upon replacement of the Covered Product or issuance of a compensation check in lieu of replacement.
- D. **No Lemon Policy:** During the term of this Agreement, and subject to Our limit of liability, 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.
- E. **How to Get Service:** You must contact your selling Retailer or Ensure Protect for the appropriate authorized service center. You may call toll-free at (844)644-APPP, (2777) between the hours of 5:00 AM and 9:00 PM Pacific Standard Time or go online to <https://ensureprotect.com/atwoods>. All repairs must be authorized by Ensure Protect prior to performance of work. Claims on unauthorized repairs may be denied.

IV. **ACCIDENTAL DAMAGE FROM HANDLING:** The Covered Product is protected against Accidental Damage in Handling such as drops and liquid spills or other damage that occurs during normal use of the item if indicated on your receipt or declaration page. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the "What is Not Covered" section of this Agreement.

Any resultant damage from this type of treatment is NOT covered by this Agreement. ADH coverage is not available under Agreements purchased in Ohio. The use of this coverage may require an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information may result in claim denial.

V. REPAIR WITH MAINTENANCE PLAN: If You purchased a Plan with Maintenance and have a mechanical or electrical breakdown, We will repair Your Product(s). If the Product(s) cannot be repaired or is not cost effective to repair as determined by Us, at Our sole discretion, We will replace Your Product(s) with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or We may elect to reimburse You up to the original purchase Price of Your Product(s), excluding sales tax, not to exceed the Limit of Liability shown below, and if We do so, all obligations will be satisfied. No further claims will be paid under this Service Plan for the replaced item. You are eligible to receive one (1) annual maintenance benefit, up to fifty dollars (\$50.00), on Your qualifying Product(s) during the manufacturer's warranty period, as well as one (1) annual maintenance benefit, up to fifty dollars (\$50.00) after the manufacturer's warranty period has expired. The maximum annual manufacturer scheduled maintenance benefits allowed under this Agreement is four (4), up to fifty dollars (\$50.00) each, depending on the coverage period term selected for the Agreement. Coverage begins upon expiration of the shortest duration of the original manufacturer warranty. Only qualifying items, as determined by the Retailer, are eligible for coverage under the Plan with Maintenance. Maintenance is defined as and up to any or all of the following: oil change, oil filter cleaning or change, air filter cleaning or change, fuel filter cleaning or change, spark plug(s) and blade sharpening.

VI. WHAT IS NOT COVERED: (A) Products not covered by a manufacturer's warranty at the time of manufacturing; (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) cleaning; periodic checkups; preventive maintenance unless otherwise noted on the Declarations Page; (D) 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.; (E) parts or repairs due to normal wear and tear unless tied to a breakdown and parts normally designed to be periodically replaced by You during the life of the product, including but not limited to wax and board covers etc.; (F) damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood;; acts of God or consequential loss of any nature; (G) loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (I) any unauthorized product used in a rental basis; (J) failures that occur outside of the 50 states of the United States of America and the District of Columbia; (K) non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (L) unauthorized repairs and/or parts; (M) cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (N) accessories used in conjunction with a Covered Product; (O) any other loss other than a covered breakdown; (P) service where no problem can be found; noises; squeaks; breakdowns that are not reported during the term of this Agreement; (Q) Damage to Covered Product(s) that were not stored securely or properly to prevent damage; (R) additional exclusions specific to the Covered Product:

1. **Specific to Electronics:** In addition to the exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover the following: (1) non-operating, cosmetic or external parts. (e.g. housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, projection bulbs, or filters); (2) any installed accessory item; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power and power connectors and connections; reception or normal signal; and (4) Speakers; remote controls; headphones.
2. **Specific to Computers and Peripheral Equipment:** In addition to the exclusions listed above, this Agreement does not cover the following: (1) damage caused by or due to (a) overheating caused by accumulation of dust, vermin or fan blockage or (b) misuse and abuse; (2) any storage media damaged by malfunctioning parts; (3) damage caused by or due to improper installation of computer components or peripherals; (4) repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (5) burned-in image in CRT, LCD or any other type of display; (6) application programs; operating system software; other software; loss of data or restoration of programs; (7) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (8) toner and ink cartridges.

IN NO EVENT SHALL WE, THE RETAILER, ENSURE PROTECT, OR THE AGENTS, EMPLOYEES, OR CONTRACTORS THEREOF BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT WILL NOT COVER A MECHANICAL OR ELECTRICAL BREAKDOWN OR DAMAGE NOT SPECIFICALLY LISTED UNDER "WHAT IS COVERED".

VII. CONDITIONS:

- A. **Arbitration:** Any disputes, controversies or claims (collectively "Claims") arising out of or relating to this Agreement, including but not limited to Claims arising out of or relating to any underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time the arbitration is commenced, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. You and We also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. Any such arbitration shall be held in Coles County, Illinois, unless You and We mutually agree on a different location. We shall select and notify You of Our selection for the first arbitrator and within ten (10) days of Your having received notice of said selection, You shall notify Us of Your selection for the second arbitrator. A third arbitrator shall be selected by the arbitrators named by the aforementioned parties. Each party shall be responsible for its own costs and expenses, but the costs and expenses of the third arbitrator shall be shared by You and Us. You and We understand and agree that this Agreement and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act apply hereto. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision governs. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. This section shall survive the termination of this Agreement.

- B. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any conflict of law rule or provision thereof that would result in the application of laws of any other jurisdiction. Each party hereby submits to the exclusive jurisdiction of the courts of the federal and state courts located in Coles County, Illinois, and waives any objection to venue with respect to actions brought in such courts.
- C. **Inspection and Audits:** We have the right but are not obligated to conduct inspections and audits at any and all facilities operated or owned by You, where the Covered Products are used and/or stored. Any such inspection or audit shall relate only to the insurability of the Covered Products and/or determinations as to specific claims made under this Agreement.
- D. **Subrogation:** If We pay for a Mechanical or Electrical Breakdown, We may require You to assign Us Your rights of recovery against others. We will not pay for a Mechanical or Electrical Breakdown if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- E. **Termination:** You may cancel this agreement at any time, for any reason at all or for reason at all, by giving Us 30 days written notice and You will receive a pro-rated refund of any remaining premium less claims that have already been paid. We may terminate this Agreement, for any reason or for no reason at all, by giving you one hundred twenty (120) days written notice.
- F. **Territories:** Service under this Agreement is limited to the United States of America, including the District of Columbia, only. It does not include Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- G. **Transferability:** This Agreement may be transferred at any time by giving Us written notice.

VIII. STATE-SPECIFIC PROVISIONS: The following additional terms and conditions apply only to Agreements purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above:

- A. **Alabama:** You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale. Upon return of this Agreement to Us within the applicable time period, if no claim has been made under this Agreement before returning it to Us, this Agreement will be void and We will refund to You the full purchase price of this Agreement. We may credit this refund to any outstanding balance of your account. Your right to void this Agreement is not transferable. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us.
- B. **Florida:** The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.
- C. **Illinois:** You may cancel this Agreement within thirty (30) days after its purchase, if no service has been provided, for a full refund of the purchase price of this Agreement; or, at any other time, for a pro rata refund based on the unexpired term of this Agreement, less the value of any service received.
- D. **Michigan:** If the performance of this Agreement is interrupted because of a strike or work stoppage, the effective period of this Agreement shall be extended by the period of the strike or work stoppage.
- E. **Missouri:** You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale. If no claim has been made under this Agreement, this Agreement will be void and We will refund to You, or credit to Your account, the full purchase price of this Agreement. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. Your free-look period under this Agreement is not transferable.
- F. **North Carolina:** The purchase of this Agreement is not required either to purchase or obtain financing for a home appliance. We may only cancel this Agreement for nonpayment or for Your direct violation of any Agreement provision. You may cancel this Agreement at any time after purchase and receive a pro rata refund less any claims paid.
- G. **Ohio:** This Agreement does not cover covered product malfunction or failure caused by power surge or accidental damage from handling. This state-specific exclusion is not intended to indicate coverage where no coverage exists under this Agreement for malfunction or failure caused by power surge or accidental damage from handling.

Tennessee: This Agreement is automatically extended while the Covered Product is being repaired