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## SERVICE CONTRACT TERMS & CONDITIONS:

Administrator: Warrantech Consumer Product Services, Inc.  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: 1-866-505-4795

FOR FAST CLAIM SERVICE, VISIT  
[www.MyProtectionPlan360.com/Menards](http://www.MyProtectionPlan360.com/Menards)

**CONGRATULATIONS!** Thank You for Your recent purchase the Menards Extended Protection Plan (the “Service Contract”, “Contract”). We hope You enjoy the added comfort and protection this Contract provides. Please keep this Service Contract document, Your Contract Purchase Receipt and Your Product Purchase Receipt (if purchased separately from the Service Contract), as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

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### DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party or parties obligated to provide service under this Service Contract as the Service Contract provider, AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.
- **“Administrator”:** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095.
- **“Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
- **“You”, “Your”:** the purchaser of this Service Contract who is to receive the coverage provided hereunder.
- **“Covered Product”, “Product”:** the item(s) that is/are covered under this Service Contract.
- **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
- **“Contract Purchase Price”:** the amount paid by You for this Service Contract (excluding any applicable taxes and/or fees), as confirmed on Your Contract Purchase Receipt.
- **“Product Purchase Receipt”:** the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Manufacturer’s Suggested Retail Price (“MSRP”) of the Product as of its purchase date.
- **“Product Purchase Price”:** the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **“Your Plan”, “Plan”:** the specific Base Plan Coverage option that You purchased as confirmed on Your Contract Purchase Receipt.
- **“Claim”:** a demand for payment in accordance with this Contract sent by You.
- **“Covered”:** a Claim that is reviewed and determined by the Us and/or the Administrator to meet the terms and conditions outlined in this Contract and eligible for processing in accordance with Your Plan.
- **“Failure”:** the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.
- **“Power Surge”:** damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving covered services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **“Term”:** the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.

*Please contact the Administrator if You have any questions about this Service Contract.*

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### PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the merchandise must be: (a) purchased as new from an authorized Retailer; (b) come with a manufacturer’s original equipment (“OEM”) warranty of at least (90) days; (c) not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and (d) solely intended for residential/personal use and not intended for commercial use (meaning, merchandise that is intended for use in heavy commercial or industrial applications/operations, or any non-residential use; including rental, business, educational and institutional).

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### YOUR RESPONSIBILITIES

**PRODUCT PROTECTION:** If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

**MAINTENANCE AND INSPECTIONS:** If specified in the Product manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

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### IMPORTANT PRODUCT INFORMATION

If Your original Covered Product is ever exchanged by the manufacturer, You need to advise the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-866-505-4795 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: WCPS-Data Entry. *NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.*

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### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for Food Loss or damages to Your Product resulting from Power Surge Damage** (as defined) begins on Your Contract purchase date, and continues for the Term shown on Your Contract Purchase Receipt.
2. **Coverage for a “Failure”** (as defined), and coverage for “Temporary Rental of Refrigerator or Freezer ONLY” and “Laundry/Cleaning Services for Washer or Dryer ONLY” if You have purchased the “APPLIANCES PLAN”, begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Contract Purchase Receipt.

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### WHAT IS COVERED – IN GENERAL

In accordance with the CONTRACT TERM described above, in the event of a covered Claim this Contract provides for the services outlined below in accordance with the Your purchased Plan option and Product.

- **No Lemon Guarantee:** This Contract also provides a “No Lemon Guarantee”. Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4<sup>th</sup>) repair is required for the same problem and considered covered under Your Contract, We will replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer’s warranty period or in relation to accidental damage from handling are not considered “qualifying service repairs” under this benefit.

- **Power Surge:** In addition to coverage for a Failure, this Contract also includes day one coverage for damage resulting from “Power Surge”. (Coverage is limited to damage sustained to the covered Product only).

**IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED”:** The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under Your Plan(s) and this Service Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number. Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Service Contract; regardless of the manufacturer’s ability to fulfill its obligations. If a replacement item is provided, technological advances may result in a replacement product with a lower selling price than the originally covered Product, and no reimbursement based on any replacement item cost difference will be provided. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

- **About Repairs:** Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product (subject to the LIMIT OF LIABILITY).
- **About Replacement:** In the event We determine the original Product cannot be repaired, We will make every reasonable effort to replace the defective Product with one of the same model/features; however, We reserve the right to replace the defective Product with one of equal or similar features and functionality (subject to the LIMIT OF LIABILITY).
- **About Reimbursements:** In the event We determine to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher or Retailer gift card and will in no event exceed the LIMIT OF LIABILITY.

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**BASE PLAN COVERAGE OPTIONS**

*(As indicated on Your Contract Purchase Receipt and applicable to You)*

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**IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan(s) and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.**

1. **APPLIANCES PLAN:** (for items such as refrigerators, freezers, dishwashers, washer, dryers, ovens (single/double), cooktops, grills, ranges, warming drawers, microwaves, wine coolers, trash compactors and vacuums) – When purchased, the Appliances Plan provides for labor and/or parts required to repair the Covered Product in the event of a Covered Claim. At Our sole discretion, replacement or reimbursement for the cost of replacement (up to the Product Purchase Price) may be provided in lieu of repairs. PLUS:
  - **Food Loss Benefit for Refrigerators or Freezers ONLY:** For a Covered refrigerator or freezer Product, Your Plan includes reimbursement for food loss (perishable items that require refrigeration), when such loss occurs as a direct result of a Covered Claim. You will be reimbursed up to a maximum of three-hundred dollars (\$300.00) per qualified service repair. We reserve the right to request purchase receipts and/or a list of spoiled contents for food spoilage Claims reported to Us.
  - **Temporary Rental of Refrigerator or Freezer ONLY:** In the event of a Covered Failure under the provisions of this Contract for a Covered refrigerator or freezer Product, Your Plan includes reimbursement for the rental of a temporary refrigerator/freezer if We are unable to repair Your original Covered Product within seventy-two (72) hours of the submission of Your Covered Claim to the Administrator. ADMINISTRATOR APPROVAL IS REQUIRED PRIOR TO SECURING A RENTAL PRODUCT.
  - **Laundry/Cleaning Services for Washer or Dryer ONLY:** In the event of a Covered Failure under the provisions of this Contract for a Covered washer or dryer Product, Your Plan includes reimbursement for laundering services if We are unable to repair Your original Covered Product for a Covered Claim within 14 days of Our authorized servicer’s initial on-site visit. You will be reimbursed up to a maximum of fifty dollars (\$50.00) per qualified service repair.
2. **LAWN/GARDEN EQUIPMENT PLANS:** (for items such as blowers, chain saws, chipper/shredders, cultivators, edgers, generators, hedge trimmers, log splitters, pressure washers, air compressors, push mowers, riding mowers, snow blowers, tillers, and other outdoor power equipment)
  - A) **LAWN/GARDEN EQUIPMENT REPLACEMENT PLAN:** When purchased, the Lawn/Garden Equipment Replacement Plan provides for a one-time replacement of Your original Covered Product in the event of a Covered Claim. At Our sole discretion, reimbursement for the cost of replacement (up to the Product Purchase Price) may be provided in lieu of replacement.
  - B) **LAWN/GARDEN EQUIPMENT REPAIR PLAN:** When purchased, the Lawn/Garden Equipment Repair Plan provides for labor and/or parts required to repair Your Covered Product in the event of a Covered Claim. At Our sole discretion, replacement or reimbursement for the cost of replacement (up to the Product Purchase Price) may be provided in lieu of repair.
3. **WATER HEATER PLAN:** (for “hot water heaters” and “tankless water heaters” only) – When purchased, the Water Heater Plan provides for labor costs only that are required to repair or replace the Product’s thermostat, heating element, control boards, electronic ignitors, gas blocks or relief valve only. PARTS ARE NOT COVERED.
4. **FURNITURE PLAN:** (for items such as upholstered fabric, vinyl, leather, and solid surface furniture) – When purchased, the Furniture Plan provides for the repairs and/or restoration services required as a result of the following specific occurrences: breakage of mechanisms; rips tears or punctures; burn/singe marks caused by brief contact with flame or heat; certain stains; scratches, dents, chips or gouges that penetrate the finish exposing the under layer; checking, cracking, bubbling and peeling of the finish or lifting of veneers (from a specific incident); warping; mirror chipping, breakage and loss of silvering. At Our sole discretion, a replacement or reimbursement for the cost of replacement (up to the Product Purchase Price) may be provided in lieu of repair. If a replacement is provided and it was part of a set, only the remaining parts will remain eligible for coverage. You may have the opportunity to purchase a new Plan for the replacement item.  
 NOTICE: This Plan does not eliminate the need for routine care and maintenance of Your Covered furniture Product; and such care and maintenance is Your sole responsibility. EXCLUSIONS APPLY; PLEASE REFER TO THE “WHAT IS NOT COVERED” SECTION. THIS FURNITURE PLAN IS NOT AVAILABLE IN WYOMING.
5. **REPLACEMENT PLAN (NOT AVAILABLE FOR ALL PRODUCT TYPES)** – When purchased, the Replacement Plan provides for a one-time replacement of Your original Covered Product in the event of a Covered Claim. At Our sole discretion, reimbursement for the cost of replacement (up to the Product Purchase Price) may be provided in lieu of replacement. PLEASE NOTE: the Replacement Plan is limited to one replacement for Products with an Original Purchase Price of less than \$300, and does not cover any servicing trip or labor charges. Any and all parts or units replaced under this Service Contract become Our property in their entirety.
6. **REPAIR PLAN (NOT AVAILABLE FOR ALL PRODUCT TYPES)** – When purchased, the Repair Plan provides for labor and/or parts required to repair Your Covered Product in the event of a Covered Claim. At Our sole discretion, replacement or reimbursement for the cost of replacement (up to the Product Purchase Price) may be provided in lieu of repair.

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**DEDUCTIBLE**

There is no Deductible required to obtain service on Your Product.

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**HOW TO FILE A CLAIM**

**IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan(s) and this Service Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.**

Services provided in association with Covered Claims under this Service Contract includes coverage for shipping costs to and from the designated servicing center. In the event the Service Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

1. Go online to [www.MyProtectionPlan360.com/Menards](http://www.MyProtectionPlan360.com/Menards) or call toll-free 1-866-505-4795 with Your Contract Purchase Receipt readily available.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Service Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced.
  - **FOR FURNITURE PRODUCTS ONLY – ADDITIONAL CLAIM & SERVICING PROCESS INFORMATION:** After eligibility is confirmed, service to Your furniture Product may be fulfilled in the form of repair advice, products shipped to You to aid in stain removal, or professional damage repair services. To determine which service is best suited for Your situation, the Administrator may request photos of the affected Product. In the event the Administrator dispatches a technician to service Your furniture Product at Your location, if they determine that any servicing/repair must be made off-site, such will be performed at no cost to You. We reserve the right to replace the damaged furniture Product or any part/area thereof, in lieu of repair. (NOTICE: COVERAGE FOR FURNITURE IS NOT AVAILABLE IN WYOMING.)

#### PLACE OF SERVICE

The following is determined at the Administrator's sole discretion; as deemed appropriate for the particular problem Your Product is experiencing, and based on the explanation You have provided when initiating Your Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- For Product that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be Covered by this Service Contract. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Product that included **Depot Service**, You are responsible for shipping and insurance of the Product to a Depot Center designated by the Administrator, and We will pay for return shipping back to Your location.
- For Product that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

#### LIMIT OF LIABILITY

The maximum amount that We are obligated to pay for Covered repair Claims under this Service Contract is the amount equal to the Product Purchase Price paid by You ("**Aggregate Repair Limit**") or one replacement of Your original Covered Product ("**Replacement Limit**"); whichever occurs first.

- **ABOUT REPLACEMENT LIMIT (IF/WHEN PROVIDED):** Only one replacement is eligible for any one Covered Product. If multiple items are covered under this Contract, any other remaining covered Products that have not yet reached the Aggregate Repair Limit or Replacement Limit will remain eligible for coverage during the Contract Term. At Our sole discretion, reimbursement for the cost of a replacement (not to exceed the Product Purchase Price) may be provided in the form of a store credit.
- **FOR FURNITURE PRODUCTS ONLY:** We will not replace or otherwise service matching pieces of furniture that are not damaged or that were not included with the purchase of this Contract. We are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of any part of a Covered furniture Product or the replacement of an entire Covered furniture Product. NOTE: This Contract does not transfer to replacement Furniture.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED PRODUCT; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

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| <p>A) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Service Contract was purchased).</p> <p>B) Any Claim for accidental damage from handling; such as damage resulting from dropping the Covered Product or in association with screen breakage or liquid spills.</p> <p>C) Any merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional.</p> <p>D) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator.</p> <p>E) Any Claim related to cosmetic damage (<i>meaning damages or changes to the physical appearance of the Covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish</i>) or structural imperfections, when such do not impair the overall functionality of the Covered Product.</p> <p>F) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers.</p> <p>G) Costs associated with any of the following: delivery, installation, tearing down of walls or refinishing of walls in order to reach and/or evaluate the Covered Product, or dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced product into a custom installation.</p> <p>H) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action.</p> | <p>I) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.</p> <p>J) Abuse (meaning, the intentional treatment of the covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Product.</p> <p>K) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product.</p> <p>L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.</p> <p>M) Operation outside the manufacturer operational or environmental specifications.</p> <p>N) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items.</p> <p>O) Any motorized or power operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices.</p> <p>P) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens.</p> <p>Q) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.</p> <p>R) Periodic or preventative maintenance.</p> <p>S) Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications.</p> |
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- T) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a covered Product performed by anyone other than a service center/technician authorized by the Administrator.
- U) Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.
- V) Any incidental or consequential damages; including but not limited to: property damage, fines, lost time, lost contracts/agreements or lost income resulting from or related to any Claim in relation to the covered Product (regardless of whether or not the Claim itself is considered to be covered under the terms and conditions of this Contract), and including that which results from a pre-existing condition known to You prior to the purchase of this Contract or any inherent product flaws or any implied warranties of merchantability and fitness for a particular purpose.
- W) Service or replacement outside of the United States of America, its territories, or Canada; AND
- X) **IN ADDITION TO THE ABOVE (AS APPLICABLE TO FURNITURE), THE FOLLOWING SPECIFICALLY APPLY TO FURNITURE COVERED PRODUCTS ONLY:**
- (1) Any merchandise that is sold "as is", "pre-owned", showroom-displayed, rental, non-residential, in-home daycare businesses, institutional or commercial use, rattan, bamboo or wicker used outdoors, nubuck, suede, carpets, silk, "X" coded and/or non-color fast fabrics or any merchandise sold without a manufacturer's warranty.
  - (2) Anything not specifically listed in the "BASE PLAN COVERAGE OPTION...FURNITURE PLAN ONLY" section of this Contract.
  - (3) Stains or Damage caused by transit, delivery, redelivery, movement between residences or storage, furniture used outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements of nature.
- (4) Stains or Damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by the Administrator specifically for use with the covered furniture Product) or lack of compliance with the provisions of the manufacturer's warranty.
  - (5) Stains or Damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage.
  - (6) Bodily fluid stains caused by incontinence.
  - (7) Odors.
  - (8) Fading of the upholstery, color loss, and/or discoloration, or fabrics that become worn or soiled from everyday use.
  - (9) Pet damage and/or claw marks other than pet bodily fluids, such as damage from teeth or beaks.
  - (10) Normal wear and tear such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas.
  - (11) Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber.
  - (12) Failure or loosening of threads or splitting of seams.
  - (13) Wood surface scratch, dent, chip or gouge that does not penetrate through the finish.
  - (14) Cracking or peeling of any kind of leather.
  - (15) Leather surface scratches that do not penetrate through the upholstery.
  - (16) Leather flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss.
  - (17) Dye transfer, dye lot or texture variation.
  - (18) Structural damage of any type.

RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS, AND IF POSSIBLE, ESPECIALLY PRIOR TO SUBMITTING THE PRODUCT FOR SERVICING UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING ANY SHIPPING COSTS.

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#### OUR RIGHT TO RECOVER PAYMENT

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If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

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#### CANCELLATION

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**You may cancel this Contract at any time by informing the Administrator of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.**

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (*except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited*). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (*except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited*).
- We may only cancel this Contract for the following reasons:
  - (A) Non-payment of the Contract purchase price/fee by You;
  - (B) Material misrepresentation by You; or
  - (C) Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (*30 days in Georgia*) (*21 days in Washington*) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee shall apply.

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#### GUARANTY

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This is not an insurance policy; it is a Service Contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

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#### RENEWABILITY

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If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

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#### TRANSFERABILITY

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If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

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## ENTIRE AGREEMENT

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This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt and Product Purchase Receipt (if provided separately), constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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## SPECIAL STATE REQUIREMENTS

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**Regulation of Service Contracts may vary widely from state to state. Any provision within this Service Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.**

### **THIS SERVICE CONTRACT IS NOT AVAILABLE OR VALID IN CALIFORNIA, FLORIDA, OR PUERTO RICO.**

**Alabama:** AMT Warranty Corp. is the Provider under this Service Contract. CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

**Arizona:** Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. WHAT IS NOT COVERED – We shall not provide coverage only for those specifically listed items in the “WHAT IS NOT COVERED” section of this Service Contract.

**Arkansas:** HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator (available 24/7) at 1-866-505-4795 or [www.MyProtectionPlan360.com/Menards](http://www.MyProtectionPlan360.com/Menards) to obtain a claim authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim may result in non-payment.

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed.

**Georgia:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

**Michigan:** APPLIANCE COVERAGE – If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**Nevada:** CANCELLATION is deleted and replaced with the following: In no event will any claims incurred or paid be deducted from any refund. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. WHAT IS NOT COVERED – This Service Contract will not become void if You make unauthorized repairs. However, this Service Contract will provide no coverage if You make unauthorized repairs. MECHANICAL SERVICES – If the covered Product You purchased provides plumbing, heating or cooling or electrical services for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a claim. The status report shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call 1-866-505-4795 to report such a loss.

**New Hampshire:** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Mexico:** CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; conviction of a crime that results in an increase in the service required under the Service Contract; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract. If We cancel Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, and We shall provide written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

**North Carolina:** CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

**Oklahoma:** The Service Warranty Association is AMT Warranty Corp., Oklahoma Identification #862268. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

**South Carolina:** If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.



**Utah:** Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator (available 24/7) at 1-866-505-4795 or [www.MyProtectionPlan360.com/Menards](http://www.MyProtectionPlan360.com/Menards) to obtain a claim authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment.

**Washington:** The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the “WHAT IS NOT COVERED” section of this Service Contract. GUARANTY is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator (available 24/7) at 1-866-505-4795 or [www.MyProtectionPlan360.com/Menards](http://www.MyProtectionPlan360.com/Menards) to obtain a claim authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

**Wyoming:** FURNITURE – Furniture coverage is not available in Wyoming.