

SERVICE AGREEMENT

DEFINITIONS: "We," "Us" and "Our" shall mean AMT Warranty Corp., who is the Provider and Administrator under this Service Agreement. In New Jersey and Pennsylvania, "We," "Us" and "Our" shall mean the dealer from whom You purchased the Product. "You" or "Your" shall mean the purchaser of the product(s) covered by this Service Agreement. "Product" shall mean the item(s) which you purchased concurrently with and is covered by this Service Agreement. "Failure" means the mechanical or electrical breakdown of the Product caused by (1) defects in materials or workmanship; or (2) resulting from a power surge, during normal usage of Your Product. "Deductible" shall mean the amount You are required to pay, as shown under "Deductible" for covered repairs or replacements.

WHAT IS COVERED: In consideration of payment of the Service Agreement price, We agree to repair or replace Your Product in the event the Product is rendered inoperable due to a Failure during the term of this Service Agreement, if the Product is not covered under any other warranty or service contract. Parts used to repair or replace the Product may be new, used, refurbished or non-original manufacturer's parts that perform to the factory specifications of the Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

1. Replacement Plan: If You purchased a Replacement Plan, in the event of a claim, We will replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the product. Upon replacement of Your Product, We will have no further obligation to replace the Product and You will not be entitled to make any further claims for its replacement.

2. Repair Plan: If You purchased a Repair Plan, in the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims for its repair or replacement.

3. No Lemon Guarantee: If Your Product has three service repairs completed on the same component, which repairs are covered by this Service Agreement, and a fourth such repair on the same component is required, as determined by the Administrator, within any twelve (12) month period, Your Product will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original purchase price of Your Product and may be less due to technological advances. Once a Product is replaced, then this Service Agreement is considered fulfilled and coverage ends. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs to Your Product are not considered repairs for the purposes of this No Lemon Guarantee.

PRODUCT SPECIFIC BENEFITS

1. Lawn and Garden Equipment

Eligible Products: Blowers, chain saws, chipper/shredders, cultivators, edger, generators, hedge trimmers, log splitters, pressure washers, push mowers, riding mowers, snow blowers, tillers, and other outdoor power equipment.

2. Hot Water Heaters & Tankless Water Heaters

Labor only to repair or replace the thermostat, heating element and relief valve.

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

PLACE OF SERVICE: For hot water heater/tankless water heater or any other covered products with a retail cost, excluding tax, of \$1,000.00 or greater, We will arrange to repair or replace Your Product at Your location during normal business hours. For in-home service to be scheduled, You must provide the following: (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. For all products with a retail cost of less than \$1,000.00, excluding tax, You will be responsible for delivery or shipment, prepaid and insured, of the Product to Our authorized service facility for repair or replacement (not applicable to hot water heater/tankless water heater).

LIMIT OF LIABILITY: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the purchase price, or We replace the Product, We will have no further obligations under this Service Agreement.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

TERM: Except as set forth below, coverage under this Service Agreement begins upon expiration of the shortest portion of the original manufacturer's warranty. If for example, the manufacturer provides a split warranty coverage program wherein the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 12 month (365 days) extended service agreement, this Service Agreement shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455. For Repair Plans, both parts and labor coverage under this Service Agreement shall expire at the end of day 455.

Power surge and the no lemon guarantee benefits begin on the date You purchase Your Product. During the manufacturer warranty time

period, the product manufacturer has primary responsibility for replacement or repair of Your Product; unless the Failure of Your Product resulted from a power surge or You are eligible for benefits under the no lemon guarantee. This Service Agreement shall remain in effect, subject to the Limit of Liability defined above, for the term specified in the sales documentation provided to You at time of purchase. All products and/or parts replaced under this Service Agreement become Our property in their entirety.

WHAT IS NOT COVERED: (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA OR CANADA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS;" (C) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY; (D) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (E) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE ; (F) COSMETIC DAMAGE TO CASE OR CABINETY OR OTHER NON-OPERATING PARTS OR COMPONENTS; (G) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (H) EQUIPMENT USED IN INDUSTRIAL SETTINGS; EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (I) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (I) ACCIDENTAL DAMAGE, CRACKED OR DAMAGED DISPLAY SCREENS, DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (J) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S) SUCH AS PLUMBING, ELECTRICAL WIRING, VENTS, DUCT WORK; ETC; (K) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (L) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS; (M) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (N) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (O) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (P) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (Q) CONSUMABLES SUCH AS BATTERIES, BULBS, DRUMS, BELTS, ETC.; (R) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (S) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS. (T) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN; (U). ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER; (V) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (W) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION; (X) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (Y) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS; (Z) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AA) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETY AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION; (AB) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES.

PRODUCT SPECIFIC EXCLUSIONS

1. LAWN & GARDEN EQUIPMENT: ALL ITEMS LISTED THAT APPLY IN "WHAT IS NOT COVERED" ABOVE PLUS THE FOLLOWING: (A) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS; RESULTING FROM USING STALE, CONTAMINATED, OR IMPROPER FUEL; OR RESULTING FROM FREEZING OR OVERHEATING; (B) CLEANINGS OR ALIGNMENTS; (C) COST OF PREVENTIVE MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER PREVENTIVE MAINTENANCE; (D) PRODUCTS WITH SAFETY FEATURES REMOVED, BYPASSED, DISABLED OR ALTERED; (E) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING; (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS SERVICE AGREEMENT); (F) BRAKE PADS, DRIVE BELTS OR CHAIN, CLUTCH PLATES, GAS AND AIR FILTERS, OIL FILTERS, GAS, OIL, COOLANT, ANTI FREEZE, ETC. (H) SEALS OR GASKETS UNLESS REQUIRED AS A RESULT OF A COVERED REPAIR; (I) DAMAGE CAUSED BY COLLISION WITH ANOTHER OBJECT; (J) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT.

2. HOT WATER HEATERS AND TANKLESS WATER HEATERS: ALL ITEMS LISTED THAT APPLY IN "WHAT IS NOT COVERED" ABOVE PLUS THE FOLLOWING: (A) SOLAR HOT WATER HEATERS; (B) COST OF ANY PARTS REQUIRED TO BE REPAIRED OR REPLACED; (C) HOLDING OR STORAGE TANK; (D) ANY PRODUCT WHERE THE MANUFACTURERS PARTS WARRANTY HAS EXPIRED.

WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE: Call Us at 866-505-4795 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. For faster service, have Your dated proof of purchase (sales receipt) and Service Agreement number available when You place the call. If We cannot resolve the problem, You will be directed to an authorized service center.
NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS. We reserve the right to inspect Your Product from time to time. Service will be provided during normal business hours and in the USA only.

RENEWAL: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the Product and the prevailing service cost at the time of the renewal.

TRANSFER OF SERVICE AGREEMENT: This Service Agreement may be transferred to any person in the United States by contacting Us at 866-505-4795 toll-free.

CANCELLATION: You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, return to the original store of purchase. If You cancel within the first thirty (30) days after purchasing this Service Agreement You will receive a full refund, less any claims paid or pending. If You cancel after thirty (30) days following Your purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee of \$10.00 or 10% of the Service Agreement plan price, whichever is less.

We may cancel this Service Agreement for the following reasons: nonpayment of the Service Agreement plan price, fraud or material misrepresentation. If We cancel this Service Agreement, We will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement 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.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Service Agreement which 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

ALABAMA ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

ARIZONA ONLY: Definitions: "Consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "Service Company" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "Service Contract Administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. AMT Warranty Corp. is the Service Contract Administrator and the Obligor for this Service Agreement in Arizona. Cancellation: No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

ARKANSAS ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement

CALIFORNIA ONLY: This Service Agreement is not available in California.

COLORADO ONLY: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT ONLY: In the event of a dispute with the 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 Service Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

FLORIDA ONLY: This Service Agreement is not available in Florida.

GEORGIA ONLY: You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the Administrator. If You cancel within the first thirty (30) days after purchasing this Service Agreement and have made no claims, You will receive a full refund. If You cancel after thirty (30) days following Your purchase of this Service Agreement or have paid or pending claims, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee of \$10.00 or 10% of the Service Agreement pro-rata refund amount, whichever is less. The Administrator may not cancel this Service

Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. In no event will claims paid or pending be deducted from any refund. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. The following amends the **WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs.

HAWAII ONLY: If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement.

ILLINOIS ONLY: The Administrator, AMT Warranty Corp. (and not the dealer or manufacturer), is the obligor of this Service Agreement in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

INDIANA ONLY: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **WHAT IS NOT COVERED:** Letter (K) is deleted and replaced with the following: A) Any and all pre-existing conditions known by You that occur prior to the effective date of this Service Agreement. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: **ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.**

MAINE ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement.

MARYLAND ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If Your Product is being repaired for a Failure covered by this Service Agreement, and the Service Agreement expires during the repair, the Service Agreement term is extended until the repair is completed.

MICHIGAN ONLY: If We are unable to perform under this Service Agreement due to a strike or work stoppage at the company's place of business, the effective period of this Service Agreement shall be extended for the period of the strike or work stoppage.

MINNESOTA ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement.

MISSOURI ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

NEVADA ONLY: This Service Agreement is not renewable. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price 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 Agreement. **CANCELLATION** section is deleted in its entirety and replaced with the following: You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, return to the original store of purchase. If You cancel within the first thirty (30) days after purchasing this Service Agreement and have no paid or pending claims, You will receive a full refund. If You cancel after thirty (30) days following Your purchase of this Service Agreement or have paid or pending claims, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee of \$10.00 or 10% of the Service Agreement plan price, whichever is less. We may not cancel this Service Agreement once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the Service Agreement purchase price; Your conviction of a crime which results in an increase in the service required under this Service Agreement; discovery of fraud or material misrepresentation perpetrated by You in purchasing this Service Agreement or obtaining service; the discovery of an act or omission, or a violation of any condition of the this Service Agreement by You which substantially and materially increases the service requested under this Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement which occurs after the purchase of this Service Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. With respect to each product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such product. We may not cancel this Service Agreement until at least fifteen (15) days written notice has been mailed to You. If We cancel this Service Contract, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Contract.

In no event will claims paid or pending be deducted from any refund. The following amends the **WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs. **Emergency Service:** 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 ONLY: In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

NEW MEXICO ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement 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 Agreement. We may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by You in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required hereunder.

NEW YORK ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement 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 Agreement.

NORTH CAROLINA ONLY: The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or ten dollars (\$10.00) will be applied if this Service Agreement is cancelled by You.

OKLAHOMA ONLY: This service warranty applies to consumer appliance or lawn and garden Products. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of the provider fee shall be based upon one hundred percent (100%) of unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. The following amends the **PRODUCT SPECIFIC EXCLUSIONS** section, Item 1. **LAWN & GARDEN EQUIPMENT**, Exclusion (E) – is deleted and replaced with the following: (E) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING; (USE OF A PRODUCT FOR THESE PURPOSES WILL CAUSE THIS SERVICE AGREEMENT TO BECOME VOIDABLE). The following amends the **WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE** section: **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOIDABLE IF YOU MAKE UNAUTHORIZED REPAIRS.**

OREGON ONLY: This Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, and 43rd Floor, New York, NY 10038, (866) 327-5818 and You. Pursuant to ORS 36.600-36.370 if claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration shall take place in Oregon, unless another location is mutually agreed to, and takes place under Oregon laws.

SOUTH CAROLINA ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. In order to prevent damage to Your Product, please refer to the owner's manual. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

TEXAS ONLY: If You have any questions regarding the regulation of the Service Agreement 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. You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a ten dollar (\$10) administrative fee and 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 return of the Service Agreement 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. If We cancel this Service Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

UTAH ONLY: The following amends the **WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs. The following replaces the **PRODUCT SPECIFIC EXCLUSIONS** section, Item 1 (E) – **1. (E) LAWN & GARDEN EQUIPMENT:** (E) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING; **(COVERAGE WILL NOT BE PROVIDED FOR YOUR PRODUCT IF USED FOR THESE PURPOSES).** We may only cancel this Service Agreement for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement must be paid in full at the time of purchase or financed, and does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached, You may proceed with repairs, and the Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

WASHINGTON ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement 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 Agreement. In the event the Administrator or We cancel this Service Agreement, the Administrator will mail written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. You may make a claim at any time directly with Wesco Insurance Company, who insures Our obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038. The State of Washington is the jurisdiction for any civil action in connection with this Service Agreement.

WISCONSIN ONLY: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. We may only cancel this Service Agreement 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 this Service Agreement, We shall mail a 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. If this Service Agreement 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 Agreement shall be void. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The right to void the Service Agreement applies only to the original purchaser of the Service Agreement. Unauthorized repairs may not be covered. If this Service Agreement is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Agreement 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 Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid. The **GUARANTY** section is amended to include: Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement 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 Agreement.

WYOMING ONLY: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

ENTIRE CONTRACT: This Service Agreement and Sales Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms unless amended by State Specific Disclosures.