

PLUS PRODUCT PROTECTION PLAN

Terms and Conditions

CONGRATULATIONS:

You have just made a smart consumer decision to protect Yourself from the future cost of repairing Your new product by purchasing the Plus Product Protection Plan (the "Plan"). Please keep this Plan, Your sales receipt or other proof of purchase for this Plan and Your sales receipt for Your West Marine product together in a safe place. You will need them to verify Your coverage under this Plan. All of these are incorporated in and made a part of this Plan. This information will serve as a valuable reference guide and will help You determine what is covered by the Plan. By purchasing this Plan, You consent to the use and transmission of Your customer information only in connection with the Plan.

DEFINITIONS:

Throughout the Plan, the words "We", "Our", or "Us" mean the party or parties contractually obligated to provide service under this Plan which is the Administrator, AMT Warranty Corp., whose address is 59 Maiden Lane, 43rd Floor, New York, NY 10038 and whose toll free phone number is 1-866-927-3118, except as follows: 1) in CA, CO, KS, ME, MI, NC, NJ and PA the party obligated is the West Marine dealer from which You purchased the Covered Product; 2) in Florida, Technology Insurance Company, Inc., whose address is #59 Maiden Lane, 43rd Floor, New York, NY 10038; and 3) in Canada, "We", "Us", "Our" mean Industrial Alliance Pacific General Insurance Corporation, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5, and "Administrator" means AMT Service Corp. of Canada, ULC, c/o 59 Maiden Lane, 43rd Floor, New York, NY 10038. The words "You" and "Your" refer to the purchaser of this Plan or to the person to whom it was properly transferred. "Proof of Purchase" means Your sales receipt or other evidence showing the date and purchase price of this Plan or Your West Marine product as applicable, which receipt or other evidence is incorporated herein by reference.

PRODUCT ELIGIBILITY, COVER AGE AND TERM:

Coverage under this Plan only applies after expiration of the manufacturer's original written warranty With the exceptions of 1) Wear and Tear and 2) Power Surge coverage and 3) Onboard service for covered products with a value of over \$750.00, which commence on the date of purchase. For assistance in obtaining service during the manufacturer's original warranty period call 1-866-927-3118. For Service under this Plan see "If Your Covered Product Needs Repair" below.

This Plan covers eligible West Marine products purchased as new and manufactured for use in Canada or the United States, which at the time of purchase included a manufacturer's original written warranty valid in Canada or the United States providing minimum coverage of one (1) year parts and ninety (90) days labor with a minimum of ninety (90) days of parts coverage remaining at the time of Plan purchase (a "Covered Product"). This Plan covers all defects in materials and workmanship that would normally be covered by the original manufacturer's written warranty, unless otherwise excluded by the terms and conditions stated herein.

Coverage only applies to Covered Products used non-commercially, unless otherwise indicated.

We agree to repair or replace the Covered Product(s) in the event they are rendered inoperable through normal use due to defects in materials or workmanship, normal wear and tear or power surge, subject to the terms and conditions listed below, for a period of either one (1) year or two (2) years (as indicated on Your Proof of Purchase) commencing immediately following the expiration of the

manufacturer's original written warranty (the "Term") With the exceptions of 1) Wear and Tear and 2) Power Surge coverage which commence on the date of purchase. In no event shall the manufacturer's original written warranty and the Term of the Plan combine to exceed five (5) years from the original purchase date of the Covered Product. Products with a value of over \$750.00 that are fixed to the boat are eligible for onboard service at no additional cost from the date of purchase.

Coverage under this Plan commences immediately following the expiration of the manufacturer's original written warranty. If the manufacturer's warranty offers a different coverage period for parts than for labor, this Plan shall commence immediately following the expiration of the shortest portion of the manufacturer's coverage period. There is no deductible under this Plan.

CONDITIONS:

We reserve the right, in Our sole discretion, to repair or replace Your Covered Product. In the case of repair, We reserve the right to use rebuilt or remanufactured parts. In the case of replacement, We reserve the right to replace Your Covered Product with a comparable product of like kind and quality. Technological advances may result in a replacement product with a lower selling price than the original product. The price of any single repair or replacement shall not exceed the original retail purchase price of the Covered Product. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this Plan not to exceed the purchase price paid for the Covered Product. Replacement of a Covered Product will fulfill this agreement in its entirety and will discharge all further obligations under this Plan, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new extended service contract if the replacement product is eligible for coverage under such a plan.

In the event that replacement parts needed for repair or a replacement product should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the Plan, less claims paid, if any, and subject to any laws which may override this condition. In no event shall We be liable for any damages as a result of the unavailability of replacement parts or products.

EXCLUSIONS FROM COVERAGE:

THIS PLAN DOES NOT COVER ANY OF THE FOLLOWING:

- UNAUTHORIZED REPAIRS OR MODIFICATIONS OR DAMAGE RESULTING FROM SAID REPAIR, SUBJECT TO APPLICABLE FEDERAL, PROVINCIAL OR STATE LAW;
- ANY REPAIR COVERED BY THE MANUFACTURER'S WARRANTY;
- REPAIRS TO COSMETIC PARTS OR REPAIRS REQUIRED DUE TO DETERIORATION OF THE APPEARANCE OR FINISH OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO: RUST, SCRATCHES, PEELING, DENTS, DAMAGE TO CABINERY, WARPING OR RUSTING OF ANY KIND IN THE HOUSING, CASE, OR FRAME OF THE COVERED PRODUCT OR ANY NON-OPERATING PART, INCLUDING PLASTIC OR DECORATIVE PARTS ;
- RECALL, OR REWORK REQUESTED BY THE MANUFACTURER REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- COMPONENTS NOT COVERED BY THE MANUFACTURER'S WARRANTY OF THE COVERED PRODUCT(S);
- RECEPTION AND TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES;

- CLEANING OR REGULAR MAINTENANCE INCLUDING, BUT NOT LIMITED TO, CONDENSER/EVAPORATOR COILS, HEAD/TAP E DRIVES;
- A PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS;
- REPLACEMENT OF LIGHT BULBS, FILTERS, CABLES, ACCESSORIES, DISPOSABLE BATTERIES, ANY ADD-ON DEVICES, TAPES, DISKETTES, EXTERIOR ANTENNA, FUSES, PRINT RIBBONS, PRINT HEADS, TONER CARTRIDGES AND/OR ALL PRODUCTS WITH A PRE- DETERMINED LIFE EXPECTANCY;
- SET UP OR INSTALLATION, ANY ADJUSTMENT TO ANTENNA SYSTEMS, REFORMATTING OF HARD DRIVES OR DISKETTES, SYSTEM AND/OR SOFTWARE CONFIGURATION OR DATA RECOVERY;
- LOSS OF USE DURING THE PERIOD THE PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE A WAITING PARTS; OR

IN ADDITION, THIS PLAN DOES NOT COVER ANY LOSS OR DAMAGE RESULTING FROM:

- PRE-EXISTING CONDITIONS THAT OCCUR OR ARISE PRIOR TO THE EFFECTIVE DATE OF THIS PLAN (ANY CONDITION THAT WITHIN ALL REASONABLE PROBABILITY;
- RELATES TO THE FITNESS OF THE PRODUCT PRIOR TO PURCHASE OF THIS PLAN);
- LIQUID INTRUSION UNLESS THE ORIGINAL WRITTEN MANUFACTURER'S WARRANTY EXPLICITLY WARRANTS THE COVERED PRODUCT TO BE "SUBMERSIBLE" AND/OR "WATERPROOF", MISUSE, ABUSIVE USE, THEFT, NEGLIGENCE, VANDALISM, ENVIRONMENTAL CONDITIONS (FIRE, FLOOD, CORROSION, DIRT, SAND, WINDSTORM, HAIL, EARTHQUAKE OR EXPOSURE TO WEATHER CONDITIONS), OR IMPACT;
- SOFTWARE AND SOFTWARE RELATED PROBLEMS OR DAMAGE RESULTING FROM COMPUTER VIRUSES;
- IMPROPER USE OF ELECTRICAL POWER SUPPLY OR LOSS OF POWER WITH THE EXCEPTION OF PRODUCT DAMAGE DUE TO POWER FLUCTUATION OR SURGE WHICH IS COVERED;
- FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE;
- FOREIGN OBJECTS FOUND INSIDE THE COVERED PRODUCT;
- BURNED-IN PHOSPHOR IN VIDEO DISPLAY UNITS;
- IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS, REMOVAL AND REINSTALLATION OF AN INTERNAL COMPONENT; OR
- TRANSPORTATION DAMAGE, COLLISION WITH ANOTHER OBJECT OR ANY DAMAGE WHILE THE PRODUCT IS IN TRANSIT.

If We find no defect or if We deny the repairs based on the terms and conditions of this Plan, You will be solely responsible for all costs incurred.

LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF THE PLAN OBLIGOR, WEST MARINE PRODUCTS, INC., AMT WARRANTY CORP., TECHNOLOGY INSURANCE COMPANY INC., ST. PAUL GUARANTEE INSURANCE COMPANY, OR THE INSURER, UNDER THIS PLAN WHETHER FOR BREACH OF CONTRACT, WARRANTY, LATE DELIVERY OR NON-DELIVERY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR ANY OTHER THEORY OF LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND THE LIKE), EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERY FOR SUCH DAMAGES.

IF YOUR COVERED PRODUCT NEEDS REPAIR: REPAIR

If Your Covered Product needs repair and is no longer covered by the manufacturer's original written warranty, You must call Our toll -free number at 1-866-927-3118 to obtain authorization before having repairs made. For faster service, please include your name, address , phone number, make, model and serial number of Your unit and a detailed description of the problem Your unit is experiencing or have Your Proof of Purchase for the Covered Product and the Plan available when You call. When You e-mail or call, We will refer You to an authorized service center. If authorized local service is unavailable, the costs incurred to ship Your Covered Product to an authorized service center and the cost of the return freight within Canada or the fifty (50) United States is covered by this plan. This Plan only covers pre-authorized service at an authorized service center, subject to applicable federal, provincial or state law, unless Your Covered Product qualifies for product replacement (Please see below for details).

REPLACEMENT

Covered Products with a retail purchase price up to \$399.99 qualify for product replacement during the Term of the Plan, upon expiration of the manufacturer's original written warranty. The Covered Product will need to be deemed defective based on the terms and conditions of the Plan before a Claim Number will be issued. You must return the product to the nearest West Marine location to confirm that the product is defective and qualifies for a product replacement or call Our toll-free number at 1-866-927-3118. In the event you are not located close to a West Marine Store a replacement product will be shipped to You upon receipt of the defective Covered Product, the cost of shipping the defective covered product and the return freight within Canada or the fifty (50) United States is covered by the Plan.

To obtain service within Canada or the United States, please call Our toll-free telephone number: 1-866-927-3118.

Live service response available Monday - Friday from 9:00am to 8:00pm (EST) Saturday and Sunday 10:00am to 5:00pm (EST)

INTERNATIONAL SERVICE:

For Covered Products that require service while You are outside of the Continental United States or Canada, please call Us collect at (216) 328-6461 and We will attempt to find an authorized service center at Your location. If local service is unavailable, You will be liable for costs incurred to ship Your Covered Product to and from an authorized service center. International Service is available only during the Term of the Plan as defined herein.

TRANSFERS AND EXCHANGES:

This Plan is transferable (free of charge) to a new owner, or to a new product if the Covered Product is exchanged during the manufacturer's warranty and the new product is in the same price tier as the original. If that is not the case, the original Plan needs to be returned and the appropriate Plan purchased. The Plan transferred to the new product will commence at the end of the new manufacturer's warranty period (if applicable).

OTHER SERVICE CONTRACTS OR INSURANCE:

If Your Covered Product is covered under another valid service contract and/or any insurance policy, this Plan will provide coverage over and above the other service contract and/or the

insurance policy.

CANCELLATION:

You may cancel this Plan at any time by providing notice to Us at the address indicated above. We may cancel this Plan only in the event of fraud or material misrepresentation, Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel within the first forty-five (45) days of the date You purchased this Plan, You shall receive a full refund of the purchase price, less the cost of any service provided hereunder. If You cancel after the first forty-five (45) days of coverage or after You make a claim, You shall receive a pro rata refund of the purchase price less the cost of any service provided and a cancellation fee equal to the lesser of \$25 or 10% of the Plan purchase price. If We cancel this Plan, You shall receive a refund of 100% of the pro rata purchase price less the cost of any service provided. **In Florida and Oklahoma**, if the Plan is cancelled by You, return of the purchase price shall be based upon ninety percent (90%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You. In the event the Plan is cancelled by Us, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You.

BINDING ARBITRATION:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

INSURANCE:

This Plan is not a contract of insurance; however, the obligations hereunder are fully insured in the United States by Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You have filed a claim under this Plan and do not receive service within sixty (60) days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at the address and telephone number provided above.

NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same. If You cancel this Plan within forty-five (45) days and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and work manlike manner. We shall not provide coverage only for those specifically listed items in the **"EXCLUSIONS FROM COVERAGE"** section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Plan. The

Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

Arkansas only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan.

California only: You may cancel this Plan for any reason, including, but not limited to, the product covered under this Plan being sold, lost, stolen or destroyed. If You decide to cancel Your Plan, and cancellation notice is received by Us within forty-five (45) days of the date You received the Plan, and You have made no claims, You will be refunded the full Plan price; or if Your Plan is cancelled by written notice after forty-five (45) days from the date You received this Plan, You will be refunded a pro-rated amount of the Plan price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or twenty-five dollars (\$25), whichever is less. Informal dispute resolution is not available under this Contract.

Connecticut only: You may cancel Your Plan if the covered product is sold, lost, stolen, or destroyed. **YOUR**

RESPONSIBILITY: It is the responsibility of the Plan holder to follow the manufacturer's specifications for the use and care/maintenance of the covered product. The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida only: This Plan is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Plan by informing the selling dealer or Us of Your cancellation request. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. We may only cancel this Plan for fraud, material misrepresentation or non-payment of the Plan price. If We cancel this Plan, You will receive 100% of the unearned pro-rata purchase price You paid for the Plan. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. If You cancel this Plan, refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Plan is amended as follows: Pre-existing conditions known to You. Arbitration Provision section is stricken in its entirety

Hawaii only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan. In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Indiana only: Your proof of payment to the issuing vendor for this

Plan shall be considered proof of payment to the insurance company which guarantees Our obligations to You. Any reference to Pre-existing conditions within this Plan is amended as follows: Pre-existing conditions known by You. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

Maine only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan. If We cancel this Plan, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

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

Minnesota only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan. If We cancel this Plan for 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, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. If We cancel this Plan for any other reason, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Missouri only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan. In the event of cancellation, no cancellation fee will apply. In no event will claims paid be deducted from any refund.

Nevada only: The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days, a penalty of ten percent (10%) of the Plan 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 Plan. In the event We cancel this Plan, no cancellation fee shall apply and We shall provide You with written notice at least 15 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required

service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

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

New Mexico only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within sixty (60) days after return of the Plan 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 Plan. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan. If We cancel this Plan, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

New York only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within thirty (30) days after return of the Plan 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 Plan.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder. We may cancel this Plan only for non-payment of the purchase price of the Plan or a direct violation of the Plan by You. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00) will be applied if this Service Agreement is cancelled by You.

Oklahoma only: This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon only: This Plan is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 927-3118 and You.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, telephone number 803-737-6160. If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: If You have any questions regarding the regulation of the Plan 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. 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 Plan to Us. 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 Plan is canceled. If We cancel this Plan, 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 Plan Holder to the provider or the provider's administrator, or a substantial breach of duties by the Plan Holder relating to the covered product or its use.

Utah only: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We may only cancel this Plan 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 Plan for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Plan for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract. If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within thirty (30) days after return of the Plan 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 Plan. This service contract Plan allows for binding arbitration proceedings to be held at a location in closest proximity to the service contract Plan holder's permanent residence. The commissioner is the Plan provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin only: THIS CONTRACT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Plan at any time. We may only cancel this Plan 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 Plan, 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 Plan is canceled within forty-five (45) days of the date of purchase and no claims have been paid, We shall return one hundred percent (100%) of the purchase price paid and the Plan shall be void. If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan applies only to the original purchaser of the Plan. If this Plan is canceled after forty-five (45) days of the date of purchase or a claim has been paid, We shall return one hundred percent (100%) of the unearned pro-rata Plan purchase price paid, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Plan 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 Plan, We shall return one hundred percent (100%) of the unearned pro-rata Plan purchase price paid, less claims paid. Unauthorized repairs may not be covered. The **INSURANCE** section is amended to include: Should We fail to pay any claim or fail to replace the product covered under this Plan within sixty (60) days after You provide proof of loss or, in the event You cancel this Plan and We fail to refund the unearned

portion of the Plan 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. The **ARBITRATION** section is deleted in its entirety and replaced with the following: If a settlement for a claim dispute 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 consent of the Contract holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties.

Wyoming only: If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan. Binding arbitration is prohibited and arbitration will be handled in compliance with the Wyoming Arbitration Act.

CANADIAN PROVINCIAL REQUIREMENTS –

IN CANADA, THIS PLAN IS ONLY AVAILABLE TO RESIDENTS OF BRITISH COLUMBIA AND ONTARIO.

British Columbia only: the **INSURANCE** provision is deleted and replaced with: **INSURANCE:** this Plan is an extended warranty contract of insurance issued by Industrial Alliance Pacific General Insurance Corporation, a Canadian-admitted insurer, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5.

Ontario only: the **INSURANCE** provision is deleted and replaced with: **INSURANCE:** This Plan is not a contract of insurance; however, the obligations hereunder are fully insured by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, B.C., V6K 4N5.

TO RENEW YOUR PLAN:

To renew Your coverage, please call 1-866-927-3118 on or before the expiration date of this Plan. Renewal prices will reflect the age of the Covered Product, current service costs, and product repair experience.