

Service Agreement Administrator:

Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box [1189]
Bedford, TX 76095
Telephone: 1-[800-782-6124]

CONGRATULATIONS: Thank You for Your recent purchase of the [Mid-States Protection Plan] (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement and Registration Page in a safe place, 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 Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

DEFINITIONS: Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038 (For Wisconsin residents, "We", "Us" and "Our" means Warrantech Consumer Product Services, Inc.). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement. "**Product**" means the item(s) which You purchased with and is covered by this Service Agreement. "**Failure**" means the mechanical/electrical, or in the case of footwear the functional, breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. "**Registration Page**" means the numbered document which must be attached to and forms a part of this Service Plan, which lists information regarding You, Your covered Product and other vital information. "**Deductible**" means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box [1189], Bedford, TX 76095 ("**WCPS**" or "**Administrator**"). Please contact the Administrator if You have any questions about this Service Agreement.

PRODUCT ELIGIBILITY: This Service Agreement covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. Coverage only applies to Products used non-commercially. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your 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" further below.

Sporting Goods Repair Plan: IF PURCHASED, in the event of a covered claim, We will furnish 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, not necessarily the same brand. 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 under this Service Agreement.

Sporting Goods Replacement Plan: IF PURCHASED, in the event of a covered claim, We will replace the Product with a new, rebuilt or refurbished Product of equal or similar features and functionality, not necessarily the same brand, or, at Our sole discretion, reimburse You for the replacement of the Product. Replacement of Your Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new Service Agreement if the replacement product is eligible for coverage. The Replacement Plan is limited to one replacement for Products purchased for less than [\$300.00], and does not cover trip, labor or shipping charges.

Footwear Replacement Plan: IF PURCHASED, in the event of a covered claim, We will provide You with reimbursement in the form of a gift card equal to the purchase price (excluding tax) of the covered footwear Product. This Plan covers defects in materials and workmanship; including: those experienced during normal wear and tear, sole separation, seam rips and separation, fabric discoloration or color bleeding, and broken fasteners (eyelets). Reimbursement for Your covered footwear Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement. The Footwear Replacement Plan is limited to one reimbursement for covered footwear Products.

Lawn & Garden Repair Plan: IF PURCHASED, in the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Factory-refurbished original equipment parts 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 of the same brand. 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 under this Service Agreement.

Water Heater Labor Only Plan: IF PURCHASED, in the event of a covered claim, We will furnish the labor required to repair the Failure of Your Product. This Plan does not provide coverage for replacement parts or components, and You will not be eligible for a product replacement, even if it is determined the Product is not repairable.

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If Your Product is not repairable and a replacement Product is not available, or under the Sporting Goods Replacement Plan, a replacement product is not available, We will reimburse You up to the original purchase price of Your Product; excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

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

PLACE OF SERVICE: If Your Product requires service, You will be responsible for transporting Your Product to and from the designated service center; including payment of shipping/transportation charges. We will pay for return shipping of the repaired Product, replacement product, or reimbursement for a replacement product; whichever is applicable in accordance with Your Plan, to Your residence.

Water Heater Labor-Only Plan: We will arrange for Your Product to be serviced at Your residence, 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-Home/On-Site Service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

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

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. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

TERM OF COVERAGE: Coverage begins upon expiration of the shortest portion of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program where the term durations are unequal for parts and labor (e.g., three months/90 days of labor and twelve months/1 year of parts coverage), and You have purchased a 1 year (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. Both parts and labor coverage under this Service Agreement shall expire at the end of day 455. During the manufacturer's warranty period, any and all responsibility for the repair or replacement of Your Product from a covered Failure is the responsibility of the Manufacturer. This Service Agreement shall remain in effect for the term specified in the Registration Page provided to You at the time of purchase (subject to the LIMIT OF LIABILITY section outlined above).

Footwear Replacement Plan: Coverage under this Service Agreement begins thirty (30) days after the purchase date shown on Your Registration Page, and for the period of time indicated on Your Registration Page (under the "Term of Coverage" section).

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-[800-782-6124] to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service or AMT-MIDS-PFD (08/12)

web chat, log onto [www.WCPSOnLine.com]. For faster service, please have Your Service Agreement Number as indicated on Your Registration Page available when You contact the Administrator. THIS SERVICE AGREEMENT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the Registration Page and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging by You or Your representative. Do not return Your Product to Your retailer unless so instructed by the Administrator. 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.

WHAT IS NOT COVERED: THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED PRODUCT PRIOR TO ISSUANCE OF THIS SERVICE AGREEMENT); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION BY YOU OR YOUR REPRESENTATIVE RESULTING IN DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL, EDUCATIONAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS; (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE; (H) INTERRUPTION OF GAS OR ELECTRICAL SERVICE; (I) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT; (J) DAMAGE OR FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE, INCLUDING BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, OTHER EXTERNAL PERILS OF NATURE; (K) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (L) BATTERY FAILURE OR LEAKAGE; (M) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY OWNER, EMPLOYEE, THIRD PARTY, REPAIR PERSONNEL, ETC., UNLESS COVERED UNDER A SERVICE AGREEMENT WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES; (N) ACCIDENTAL DAMAGE, INCLUDING PHYSICAL / MECHANICAL / ELECTRONIC DAMAGE CAUSE BY DROPPING; (O) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETS, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (P) IMPROPER OR INADEQUATE STORAGE; (Q) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (R) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (S) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (T) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; (U) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY INTERNAL COMPONENT OR COVERED PRODUCT INCLUDING BUT NOT LIMITED TO ADJUSTMENTS, MANIPULATION OR MODIFICATIONS MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US; (V) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER 'BROWN-OUT', POWER OVERLOAD OR POWER SURGE; (W) UNAUTHORIZED MODIFICATIONS AND ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIR MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US; (X) DAMAGE/FAILURE DUE TO IMPROPER LUBRICATION, STALE FUEL OR USE OF A FUEL CONTAINING MORE THAN 10% ETHANOL; (Y) DAMAGE RESULTING FROM COMPUTER VIRUSES; (Z) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC.; REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (AA) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR 'AS IS'; (AB) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (AC) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (AD) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.; (AE) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, SET UP ADJUSTMENTS; (AF) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE AGREEMENT OR OTHER INSURANCE; (AG) SOFTWARE AND SOFTWARE RELATED PROBLEMS; (AH) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS; (AI) FAILURE TO PRODUCT ATTACHMENTS ESSENTIAL TO THE BASIC FUNCTION OF THE PRODUCT BUT NOT PROVIDED BY THE MANUFACTURER OR NOT INCLUDED IN THE ORIGINAL SALE OF THE COVERED PRODUCT; (AR) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO: PLASTIC PARTS OR OTHER PARTS SUCH AS ACCESSORY CABLES, AIR, FUEL, OIL OR WATER FILTERS, AUGERS, BAGS, BASKETS/BUCKETS, BATTERIES, BELTS, BLADES, AMT-MIDS-PFD (08/12)

BOLTS, BRAKES, BRIGHT METAL, BRIQUETTES, BRUSHES, BULBS, CABINETS, CABLES, CAPS, CARBURETOR, CHAIN BARS, CONNECTORS, CORDS, DECKS, DEVELOPER, DIALS, DISKS, DRAWERS, DRILLS BITS, DRIVE BELTS, DRUMS, DRY CLUTCH ASSEMBLIES, EXHAUST SYSTEM PARTS, EXTERNAL CHAINS, FABRICS, FAN BELTS, FINISH DEFECTS, FRAMES, FREEZE PLUGS, FUEL OF ANY KIND, FUSES, GLASS, GRATES, GRINDER PADS, HANDLES, HINGES, HOSES, IMPELLERS, KEYPADS, KEYS, KNOBS, LAMPS, LATCHES, LAVA ROCKS, LED'S, LCD'S, LIGHTS, LINERS, LINES, LINT SCREENS, LP TANKS, MASKS, MOLDINGS, MOWER BLADES, NEEDLES, NOZZLES, OIL, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, RACK ROLLERS, RACKS, SANDPAPER, SCRATCHED LENSES, SEATS, SHEET METAL, SHELVES, SPARK PLUGS, STAPLES; SUPPORTS, SUSPENSION, SWITCHES, THERMOSTATS, TIRES, TRIMMER HEADS, TUBES, TUBS, WHEEL COVERS, WHEELS, WIRING, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT; (AT) COST OF REMOVAL OR DISPOSAL OF THE PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS; (AU) COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS, SEIZED OR DAMAGED PARTS OR OTHER SERVICE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED, STALE OR IMPROPER FUEL; (AV) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT; OR (AW) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA.

FOOTWEAR REPLACEMENT PLAN: IF PURCHASED, THIS PLAN DOES NOT COVER ANY OF THE FOLLOWING:

(1) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE PROBABILITY RELATES TO THE FUNCTIONALITY OF YOUR COVERED FOOTWEAR PRODUCT PRIOR TO ISSUANCE OF THIS SERVICE AGREEMENT); (2) DAMAGE FROM ACCIDENT, INTRODUCTION OF FOREIGN OBJECTS INTO THE FOOTWEAR, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (3) FAILURE TO FOLLOW THE MANUFACTURER'S CLEANING AND CARE INSTRUCTIONS; (4) DAMAGE CAUSED BY COLLISION, VANDALISM, THEFT, ANIMALS OR INSECTS; (5) DAMAGE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE, INCLUDING BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, OTHER EXTERNAL PERILS OF NATURE; (6) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (7) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (8) PRODUCTS OR PARTS OF THE FOOTWEAR NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S RETURN POLICY; (9) COSTS FOR PREVENTIVE MAINTENANCE, CLEANING, ETC. OR DAMAGE CAUSED BY SUCH ACTIONS (INCLUDING DAMAGE RESULTING FROM PROFESSIONAL CLEANING); (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS SERVICE AGREEMENT; (11) ANY LOSS OTHER THAN THOSE SPECIFICALLY STATED IN THE "WHAT IS COVERED" SECTION OF THIS SERVICE AGREEMENT; (12) LACES AND NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO MISSING BUTTONS, CLASPS, SCREWS, BEADS, AND ANY OTHER DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE FOOTWEAR; (13) ALL STAINS (HUMAN, PET, PLANT, CHEMICAL, DIRT, GREASE / OIL, ETC.); (14) DAMAGE NOT REPAIRABLE DUE TO UNIQUE MISSING PARTS; INCLUDING BUT NOT LIMITED TO: SPARE BUTTONS, BEADS, AND EMBELLISHMENTS; (15) ORIGINAL DESIGN FLAWS, NATURAL GRAINS AND MARKING ON LEATHER; INCLUDING BUT NOT LIMITED TO: SCARS, INSECT BITES, BRAND MARKS, WRINKLES, ETC.; (16) COMMERCIAL USE OR ANY USE OTHER THAN THE INTENDED PURPOSE OF THE FOOTWEAR; (17) ALTERATIONS NEEDED AT TIME OF PURCHASE OF THE FOOTWEAR; (18) ANY REPAIRS OR REPLACEMENTS UNAUTHORIZED BY US; (19) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA; (20) CHILDREN'S OR INFANT'S FOOTWEAR; (21) EXCESSIVE OR IRREGULAR WEAR; INCLUDING BUT NOT LIMITED TO: WEAR HOLES, LACERATIONS, SCUFFING CAUSED BY TOE DRAG, WORN STITCHING, ETC.; (22) DAMAGE DUE TO LACK OF PROPER CARE AND MAINTENANCE, SUCH AS THE FAILURE TO CLEAN OR CONDITION LEATHER AND OTHER FABRIC; (23) FIT-RELATED PROBLEMS; (24) DAMAGE CAUSED BY EXPOSURE TO WATER; INCLUDING BUT NOT LIMITED TO: SOLE SEPARATION, DISCOLORATION OR COLOR BLEEDING, SHRINKAGE, ROT, ETC.; OR (25) INTENTIONAL DAMAGE OR DAMAGE CAUSED BY ABUSE OR NEGLIGENCE; INCLUDING EXPOSURE TO: CHEMICALS, BLEACHES, CAUSTIC SUBSTANCES, OPEN FLAME, HIGH HEAT, SHARP OBJECTS, ETC.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS; INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Agreement, 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.

CANCELLATION: You may cancel this Service Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less the cost of repairs made (if any), [and less an administrative fee not to exceed 10% of the Service Agreement purchase price or [\$25.00], whichever is less], unless otherwise provided by state law.

If We cancel this Service Agreement We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

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, 6th Floor, New York, NY 10038.

RENEWABILITY: This Service Agreement is not renewable.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at [P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-782-6124] with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Service Agreement.

TRANSFERS: This Service Agreement is not transferable.

ENTIRE AGREEMENT: This Service Agreement; including the terms, conditions, limitations, exceptions and exclusions, and the Registration Page, 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.

SPECIAL STATE REQUIREMENTS: Regulation of Service Agreements 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.

Minnesota: 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.

Wisconsin: THIS CONTRACT IS ONLY 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. 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 purchase price, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Agreement purchase price. 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 purchase price, less claims paid. 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. Unauthorized repairs may not be covered.

These terms & conditions are available on the [Administrator's] website at [www.wcpsonline.com] or Call 1-[800-782-6124] to have a copy mailed to You.