

**SAM'S CLUB® Service Agreements
Terms and Conditions**

Obligors: The companies obligated under this Contract are as follows: If this Contract is purchased in Maine: the retailer from which You purchased this Contract and the Product; if purchased in any other state (except Arizona, Florida, or Wisconsin) or District of Columbia: **National Product Care Company**, 1000 Milwaukee Avenue, Glenview, Illinois 60025; If purchased in Arizona or Wisconsin: **Service Saver, Incorporated**, 1000 Milwaukee Avenue, Glenview, Illinois, 60025; in Florida: **National Electronics Warranty Corporation of Florida** (a Service Warranty Association), P.O. Box 1340, Sterling, VA 20167.

Instructions. You must keep this Contract and a copy of Your electronic receipt, as You may be required to produce them to obtain service.

To Obtain Service. Call N.E.W. at 1-800-994-7267, 24 hours a day, seven days a week, for instructions on obtaining repair or replacement of, or reimbursement for, Your Product. Please have Your product information handy and be prepared to tell Us the nature of the problem. You must call N.E.W. prior to having service; all repairs must be authorized in advance. There is no deductible required to obtain service for Your covered Product. We will not reimburse You for work done by unauthorized servicers or others. If it is an emergency, please describe the nature of the emergency to Our customer service representative. Please note that, during severe weather conditions and during peak seasons, We will give priority to emergency calls. Emergency service will be available at no additional charge. Meaningful service will be initiated within 48 hours of Your request and will be completed as soon as reasonably possible. If no meaningful service is initiated within such time limits and You have reasonably been available within such time limits, You may engage Your own servicer at Our expense. TDD service for the hearing impaired is available for Your convenience by calling 1-800-288-6990.

What Is Covered. This Contract covers parts and labor costs resulting from a mechanical or electrical failure of the Product caused by defects in workmanship and/or materials, including those experienced during normal wear and tear. If in-home service is provided for the full term of Your manufacturer's warranty, it will be provided under this Contract. If in-home service is not provided, You will be responsible for delivery or the cost of delivery of the Product to the service center for repair or replacement. Non-original manufacturer's parts may be used for repair of the Product if the manufacturer's parts are unavailable or more costly. You are responsible for backing up all computer software prior to commencement of any repairs. We are not responsible for restoring software to Your Product. This Contract also covers commercially used Products. We will repair or replace the Product, or reimburse You for authorized repairs to or replacement of the Product, at Our discretion, when required due to a Breakdown which is not covered under any other warranty or service contract, or under any insurance policy. This Contract also covers up to \$45.00 of the cost of installation, removal or reinstallation of the Product in connection with repair or replacement of the Product. This Contract covers the cost of one annual head cleaning on VCR's and Camcorders for each year of Contract coverage.

No Lemon Policy: During the term of this Contract, after three service repairs have been completed on an individual Product, for the same defect, and that Product requires a fourth repair, as determined by Us, We will replace it with a Product of comparable performance. Repairs performed while the Product is under Manufacturer's warranty do not apply. This lemon policy does not apply to renewal contracts.

Term of Coverage. Parts are covered for one year (1-Year Plan) or three years (3-Year Plan) following expiration of the manufacturer's Parts warranty. Labor is covered for one year (1-Year Plan) or three years (3-Year Plan) following expiration of the manufacturer's Labor warranty. In the event Your Product is being serviced by an Authorized Service Center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

SAM'S CLUB® PlusSM Members:

Add an additional 12 months of coverage on both parts and labor to the plan purchased. Example: 3-year Plan purchase will provide the 3 year face value **PlusSM** and additional year of coverage as a SAM'S CLUB® **PlusSM** Member for a total of 4 years of coverage beyond the manufacturer's warranty.

Limit of Liability. For any single claim, the limit of liability under this Contract is the least of the cost of (1) authorized repairs, (2) replacement with a similar product of equal or greater value, (3) reimbursement for authorized repairs or replacement or (4) the price that You paid for the Product. The total liability under this Contract is the purchase price You paid for the Product; in the event that the total of all authorized repairs exceeds the purchase price paid for the Product or We replace the Product with another of equal or greater value, We shall have satisfied all obligations owed under this Contract.

WHAT IS NOT COVERED. (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, (EXCEPT FOR UP TO \$100 FOR FOOD SPOILAGE IN FREEZERS AND REFRIGERATORS THAT EXPERIENCE A BREAKDOWN) INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, FOR LOSS OF DATA, OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE CAUSED BY DEFECTIVE BATTERIES, POWER SURGES CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (9) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES, DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (10) PREVENTATIVE MAINTENANCE; (11) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS CONTRACT; (12) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT GREATER THAN \$45; (13) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (14) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (15) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (16) NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (17) SCRATCHES, PEELING AND DENTS; (18) UNAUTHORIZED REPAIRS AND/OR PARTS; (19) PARTS FAILURE DUE TO A MANUFACTURER RECALL; (20) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (21) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING

PART; (22) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (I.E., BATTERIES, RIBBONS, TONER CARTRIDGES, DRUMS, REMOTE CONTROL UNITS, VIDEO CASSETTES, DVD AND COMPACT DISCS, ETC.); (23) DAMAGE INCURRED DURING TRANSPORTATION; (24) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE; (25) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (26) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (27) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (28) ANY DAMAGE TO RECORDING MEDIA, INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, MEMORY STICKS, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS CONTRACT; (29) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (30) ALL SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (31) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (32) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY; AND (33) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS. (34) ANY PRODUCT USED TO DIRECTLY GENERATE REVENUE SUCH AS IN RENTAL STORES, SELF-SERVICE APPLICATIONS (LAUNDROMATS, COPY CENTERS, GYMS, ETC).

Definitions: (1) We/Us/Our: The company obligated under this Contract, as follows referenced in the "Obligor" section of this Contract; (2) N.E.W.: the administrator of this Contract; namely: in all states (except AL, AZ, FL, and WI) and DC: National Electronics Warranty Corporation; in AL, AZ, and WI: N.E.W. Warranty Services, Inc.; in FL: National Electronics Warranty Corporation of Florida; (3) Breakdown: The mechanical, electrical or physical failure of the Product caused by defects in workmanship and/or materials; (4) Product: The consumer item(s) which You purchased concurrently with and is covered by this Contract; (5) You/Your: The individual who purchased the Product and this Contract, or the approved Transferee.

Transfer. This Contract may be transferred to a new owner. You may transfer by contacting N.E.W. at their address or telephone number, specified herein. Information provided by You must include the Contract number, date of transfer, new owner's name, complete address and telephone number.

Renewal. This Contract is renewable.

CANCELLATION. You may cancel this Contract at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to N.E.W. at the address listed above. This Contract may be canceled by You for any reason. In the event You cancel this Contract within thirty (30) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after thirty (30) days of receipt of this Contract, You shall receive a pro rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed 10 percent of the price of this Contract or \$25.00, whichever is less, and less any claims that have been paid or repairs that have been made. We or N.E.W. may not cancel this Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authority. If We or N.E.W. cancels this Contract, You shall receive a refund of 100% of the pro rata unearned portion of the Contract price less any claims which have been paid. **IN ALABAMA, HAWAII, MARYLAND, NEVADA, NEW YORK, TEXAS, WASHINGTON AND WYOMING:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Service Contract.

Insurance. This is not a contract of insurance. Obligations of the Obligor under this Contract are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. In AL, CT, GA, HI, IL, KY, NC, NV, NY, SC, TX, UT, WA, WI, and WY: If You have filed a claim in writing under this Contract and the Obligor fails to pay or provide service on a claim within 60 days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Contract and the sales receipt for the Product to Virginia Surety Company, Inc., 1000 Milwaukee Avenue, Glenview, Illinois 60025, Attention: Service Contract Claims, 1-800-209-6206.

Entire Contract. This Contract, including the terms, conditions, limitations, exceptions and exclusions constitute the entire Contract. Your rights under this Contract may vary from state to state.

Arbitration. To the extent permitted by applicable law, 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. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

ARIZONA ONLY: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the "WHAT IS NOT COVERED" section of this Contract, exclusion (2) does not apply in the state of Arizona. **CALIFORNIA ONLY:** Informal dispute resolution is not available.

CONNECTICUT ONLY: If You purchased this Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. 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 Contract. The term of this Contract will be automatically extended for the period during which the Product is in the custody of a service center for repair. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed.

FLORIDA ONLY: Arbitration is not available. In the event this Contract is cancelled by the Warranty Holder, return of the premium shall be based upon 90 percent of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the Warranty Holder. In the event this Contract is cancelled by N.E.W., return of premium shall be based upon 100 percent of the unearned pro-rata premium.

GEORGIA ONLY: If You cancel after thirty (30) days of receipt of Your Contract, You will receive a pro rata refund of the Contract price. In the event of cancellation by N.E.W. or Us, notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid shall not be deducted from any

refund owed as a result of cancellation. We or N.E.W. may not cancel this contract except for fraud, material misrepresentation, or non-payment by You. 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. Under "What is Not Covered", #2 is changed to "Any and all pre-existing conditions known by You that occur prior to the effective date of this Contract." The Arbitration section of this Contract is not applicable.

MICHIGAN ONLY: If performance under this Contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Contract shall be extended for the period of the strike or work stoppage.

NEVADA ONLY: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. We or N.E.W. may not cancel this Contract without providing You with written notice at least 15 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

NEW MEXICO: We or N.E.W. may not cancel this Contract without providing You with written notice at least 15 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Contract 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 Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; or 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increase the service required under this Contract. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Service Contract.

NORTH CAROLINA ONLY: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Product. We or N.E.W. may not cancel this Contract except for nonpayment by You or for violation of any of the terms and conditions of this Contract. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation.

OKLAHOMA ONLY: This Contract is not issued by the manufacturer or wholesale company marketing the product covered by this Contract. This Contract will not be honored by such manufacturer or wholesale company. In the event this Contract is cancelled by You, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium. In the event the Contract is cancelled by Us, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium.

SOUTH CAROLINA ONLY: If You purchased this Contract in South Carolina, complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

TEXAS ONLY: If You purchased this Contract in Texas, unresolved complaints or questions concerning the regulation of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. The Obligor of this Contract is National Product Care Company, dba Texas National Product Care Company, Inc. **UTAH ONLY:** Coverage afforded under this Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim. We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for nonpayment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

WASHINGTON ONLY: You are not required to wait sixty (60) days before filing a claim directly with the insurer. We or N.E.W. may not cancel this Contract without providing You with written notice at least 21 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

WISCONSIN ONLY: This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. If You cancel this Contract within thirty (30) days of receipt of this Contract, You will receive a full refund. If You cancel after thirty (30) days of receipt of Your Contract, You will receive a pro rata refund of the Contract price. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Contract. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one year after the time required by this Contract. Failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim. Under "What is Not Covered", (18) Unauthorized Repairs and/or Parts" does not apply.

WYOMING ONLY: In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

To obtain a large-type copy of the terms and conditions of this Contract, please call 1-800-994-7267.

Contract Holder Name
Street Address
City, State, Zip
Purchase Date Store Location
Covered Product Description
Product Catalog Number

Product Price Plan Price
Transaction Number

Administered by:

N.E.W.

P.O. Box 1340 • Sterling, VA 20167-8434 • (800) 994-7267

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