



## TERMS AND CONDITIONS

This Agreement, including the Statement of Coverage and all terms, conditions, limitations, exceptions, and exclusions constitute the entire agreement between the Obligor and You. THIS AGREEMENT IS NOT AN INSURANCE POLICY. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor. No oral representation or statement should be relied upon by any party relating to this Agreement. If any provision of this Agreement is held unenforceable, such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect during the Plan Term. Failure by Obligor to require performance of any provision of this Agreement shall not affect Obligor's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. The Terms and Conditions of the Agreement, including the Statement of Coverage, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute Your and Our entire understanding with respect to the Agreement.

## DEFINITIONS

1. **"Agreement"** or **"Plan"** means this Protection Plus Plan, including the Statement of Coverage and all terms, conditions, limitations, and exclusions.
2. **"Authorized Servicer"** means the repair facility that has been authorized by Us to perform repair services covered under this Plan.
3. **"Covered Components"** means the individual parts of the Protected Equipment that are covered under the Coverage Option selected by You and identified on the Statement of Coverage, and not excluded or limited by this Agreement.
4. **"Coverage Options"** means Powertrain only, Powertrain & Hydraulics, Full, Maintenance, and/or Attachment coverage, as more fully described in this Agreement.
5. **"Effective Date"** means the date You purchase the Plan from a Seller.
6. **"Maximum Cumulative Liability"** means, for pre-owned Protected Equipment, fifty percent (50%) of the Protected Equipment's reported retail sale price, as determined by the amount You pay for the Protected Equipment, excluding any license fees, taxes, the cost of this Plan, transportation charges, insurance premiums, and the cost of any option not covered by this Plan. Protected Equipment that is new at the time of purchase of this Plan shall not be subject to a maximum cumulative liability.
7. **"Maximum Hours"** means the number of hours of usage identified on the Statement of Coverage of the Protected Equipment before coverage expires.
8. **"Obligor"**, **"Administrator"**, **"We"**, **"Us"** and **"Our"** means Clark Equipment Company, d/b/a Bobcat Company and d/b/a Doosan Portable Power, located at 250 East Beaton Drive, West Fargo, North Dakota 58078.
9. **"Protected Equipment"** means the equipment identified on the Statement of Coverage that is covered by this Plan.
10. **"Seller"** means the retail seller of the Protected Equipment and this Plan to You and identified in the Statement of Coverage.
11. **"Statement of Coverage"** means the statement of coverage attached hereto and incorporated herein, which identifies information about You, the Seller, Plan Term, Purchase Price, Plan coverage, and the Protected Equipment.
12. **"You"** and **"Your"** means the purchaser of this Plan identified on the Statement of Coverage.

## PLAN COVERAGE

1. **COVERAGE:** Subject to the terms and conditions of this Plan, We will repair or replace, at our option, the Covered Components that fail under normal use and service due to a manufacturer's defect in materials and/or workmanship ("Mechanical Breakdown or Failure"), except as otherwise provided herein, before expiration of this Agreement. Parts will be replaced with genuine manufacturer parts and may be new or remanufactured.

You agree to provide the Seller prompt written notice of any defects covered by the Plan and to allow a reasonable time for replacement or repair. We may, at our option, request the return of failed parts to a specified destination.

Coverage under this Plan begins on the Effective Date and will continue (i) for the period indicated on the Statement of Coverage, (ii) until the Maximum Hours have been reached on the Protected Product, or (iii) until the date otherwise specified in the Plan, whichever occurs first ("Plan Term"). The Plan is not intended to restore the entire product to like-new condition. Coverage is limited to the repair or replacement of the failed component and any resulting damaged parts. Other parts removed in the process of repair will be reinstalled as is, unless You authorize the additional cost of replacing such parts at Your expense.
2. **COVERAGE OPTIONS:** This Plan only applies to the Covered Components of the Coverage Option selected, which are described in this Section 2. Covered Components will include genuine manufacturer or factory installed parts listed in the Coverage Options below as well as related components that perform a similar function.
  - a. **Powertrain Coverage:** Subject to the Plan Terms and Conditions, including any applicable exclusions, during the Plan Term, We will provide coverage for the components of the Protected Equipment used to produce, control or transmit engine horsepower to propel the Protected Equipment that are listed in the "What's Covered?" section of the Powertrain Coverage option in the "A Guide to Your Protection Plus Extended Warranty" literature.
  - b. **Powertrain & Hydraulics Coverage:** Subject to the Plan Terms and Conditions, including any applicable exclusions, during the Plan Term, We will provide coverage for all Covered Components under the Powertrain Coverage, plus components that are listed in the "What's Covered?" section of the Powertrain & Hydraulics section in the "A Guide to Your Protection Plus Extended Warranty" literature.
  - c. **Full Coverage:** Subject to the Plan Terms and Conditions, including any applicable exclusions, during the Plan Term, We will provide coverage for all Covered Components listed under the Powertrain & Hydraulics Coverage, plus the components that are listed in the "What's Covered?" section of the Full Coverage option in the "A Guide to Your Protection Plus Extended Warranty" literature.
  - d. **Maintenance Coverage:** Subject to the Plan Terms and Conditions, including any applicable exclusions, during the Plan Term, We will provide coverage for genuine Bobcat parts, lubricants and labor for normal, factory-scheduled service internals published in the Protected Equipment's Operation &

- a. Maintenance Manual (“O&M”), including the services listed in the “What’s Covered?” section of the Planned Maintenance Coverage option in the “A Guide to Your Protection Plus Planned Maintenance and Extended Warranty Bundle” literature.
  - b. **Attachment Coverage:** Subject to the Plan Terms and Conditions, including any applicable exclusions, during the Plan Term, We will provide coverage for the components listed in the “What’s Covered” section of the “Guide to Your Protection Plus Attachment Extended Warranty” literature for new, never-before-sold serialized Bobcat attachments identified in the “Attachment Coverage” section of the “Guide to Your Protection Plus Attachment Extended Warranty” literature.
  - c. **Portable Power Coverage:** Subject to the Plan Terms and Conditions, including any applicable exclusions, during the Plan Term, We will provide coverage for components of the Protected Equipment that fail because of defects in the material or workmanship. Coverage is limited to the repair or replacement of the failed component and any resulting damaged parts. Portable Power Coverage does not extend to the following:
    - i. Vendor components that are warranted direct to the user-purchaser by the manufacturer, including but not limited to Cummins, John Deere, and Kubota, and other non-Doosan Portable Power components.
    - ii. Fuel, hydraulic and lubricating oil, grease, anti-freeze, air and oil filter elements, belts, hoses, tires, and replacement parts as the result of normal use or wear.
    - iii. Deteriorated or failed components, such as electrical wiring and connections, gaskets, hoses, seals and tube lines caused by chemicals, falling objects, dirt, salt and sand, rust, corrosion, excessive heat or moisture.
1. **COMPONENTS NOT COVERED:** Covered Components for Powertrain Only coverage shall not include the following:
    - a. **Undercarriage Components Not Covered** include tracks and sprockets on compact track loaders, mini track loaders and mini excavators; axle seals, tires and rims on skid-steer loaders, Toolcat utility work machines and telehandlers; tie rods; steering cylinders; and brake system.
    - b. **Hydraulic Components Not Covered** include the main control valve, valves directly related to the machine work group, loader hydraulic gear pump, cylinders, fan motor, oil coolers, manifolds, joysticks and quick couplers.
    - c. **Engine Attachments Not Covered** include the radiator, alternator, starter, water pump, thermostat, air conditioning compressor, flywheel and engine mounts.
    - d. **External Hoses, Lines, Fittings and O-Rings** for oil, water and air are not covered (except hydrostatic lines and hoses between the drive pump and motor and emission-specific lines and hoses).
  2. **PLAN TERM & TERMINATION:** The Plan may only be purchased through the Seller that sold You the Protected Equipment or directly from the Obligor and shall be effective for the Plan Term. In the event Your Protected Equipment is being serviced when this Agreement expires, the term of the Agreement will be extended until the covered repair has been completed. No additional work orders will be covered. Further, this Agreement shall terminate immediately upon reaching the Maximum Cumulative Liability limit or upon the occurrence of any of the following: (a) the time or Maximum Hours identified in the Statement of Coverage has expired or been exceeded; (b) The Protected Equipment’s hour meter stops working or has been tampered with, or is otherwise rendered inaccurate or inoperative; (c) The Protected Equipment is modified or altered in ways not approved by Us or not in accordance or compliance with factory specifications; (d) Service or repair, other than normal maintenance and/or replacement of consumables, is performed by someone other than the Authorized Servicer or person otherwise approved by Us in writing; (e) The Protected Equipment is moved to a location outside the United States; or (f) the Basic Manufacturer’s Warranty is terminated or voided prior to the original expiration date for any reason.
  3. **CANCELLATION:** You may cancel this Agreement for any reason at any time. If You wish to cancel Your Agreement within sixty (60) days of receipt of Your Agreement, You can return to the Seller for a full refund, less cumulative Claims paid. If You cancel after sixty (60) days of receipt of Your Agreement, please contact the Seller or customer service in writing to receive a pro-rata refund based on the time or hours (as applicable) expired less a twenty-five dollar (\$25.00) cancellation fee or ten percent (10%) of the Agreement purchase price (whichever is less), less the cost of cumulative Claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium. A 10% penalty per month shall be applied to refunds not paid within thirty (30) days of Obligor’s receipt of Your written notice of cancellation.
  4. **LIMITATION OF LIABILITY:** Our maximum cumulative liability over the Plan Term for covered repairs or replacements of Covered Components shall not exceed the Maximum Cumulative Liability. Under no circumstance, will We pay more than the standard published shop labor rate of the Authorized Servicer or more than the retail list price for parts. Note: If any other person is approved by Us in writing to perform repairs on the Protected Equipment, the standard published shop labor rate of the Authorized Servicer shall apply; You shall bear any labor that exceeds this rate. Our labor efficiency determinations are in accordance with the manufacturer’s guidelines and/or Our historical claims data for similar repairs. In the event that labor exceeds the manufacturer’s guidelines and/or Our historical claims data for similar repairs, a detailed explanation will be required with any Claim submission. To the maximum extent permitted by applicable law, Obligor and its employees and agents will under no circumstances be liable to You for any indirect or consequential damages.
  5. **MAINTENANCE AND RECORDS:** You must properly maintain the Protected Equipment and, at Your expense, perform scheduled maintenance in accordance with the O&M for the Protected Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to Us, upon our request, to verify compliance with this condition.
  6. **CLAIMS SERVICE:** IT IS YOUR RESPONSIBILITY TO PROTECT THE PROTECTED EQUIPMENT FROM FURTHER DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE OCCURS. To obtain information on Authorized Servicer locations to obtain Claims Service, contact Us toll-free at 1-800-743-4340, Option 3 or <https://www.bobcat.com/secure/forms/contact-customer-service>. You must authorize the Authorized Servicer to perform necessary diagnostic or exploratory work so that the Authorized Servicer can provide an accurate diagnosis and estimate of repairs. IMPORTANT: MECHANICAL BREAKDOWN OR FAILURE COVERAGE DOES NOT PAY FOR EXPLORATORY OR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT. You will be responsible for any charges related to MECHANICAL BREAKDOWNS OR FAILURES not covered by this Agreement, or repair work that is unrelated to the covered MECHANICAL BREAKDOWN OR FAILURE. WE RESERVE THE RIGHT TO INSPECT YOUR COVERED EQUIPMENT PRIOR TO AUTHORIZATION OF REPAIRS. You must consent to all repairs made under this Agreement. Either You or the Authorized Servicer may be asked to provide proof of such consent at the time of Claim submission. Claims must be submitted by the Authorized Servicer within thirty (30) days of Mechanical Breakdown or Failure. All repairs must be authorized by Us prior to performance of work. Claims on unauthorized repairs may be denied. Coverage hereunder is exclusively limited to the model and serial number shown on the Statement of Coverage. You are responsible for confirmation of the accuracy of this information by comparing it to the information affixed to the Protected Equipment. You must notify the Obligor in writing immediately if any errors, omissions or discrepancies exist between the label and the model and serial number shown on the Statement of Coverage. Failures stemming from improper maintenance are not covered. Claims submitted for failed components of systems that require routine oil changes must be accompanied by maintenance records in order to substantiate that the failure occurred due to a manufacturer defect in materials and/or workmanship.
  7. **DEDUCTIBLE (IF APPLICABLE):** For each Protected Equipment Mechanical Breakdown or Failure covered by the Plan, You must first pay the Deductible (if applicable), indicated on the Statement of Coverage. Once the Deductible has been paid for a Protected Equipment Mechanical Breakdown or Failure (if applicable), subsequent work, performed under the Plan to repair or replace the original repair or replacement, will not be subject to additional deductibles.
  8. **CHANGES:** These Plan Terms and Conditions contains all of Your rights and responsibilities for coverage to apply. NO AUTHORIZED SERVICER, SELLER, OR ANY OTHER PERSON, INCLUDING US, MAY AMEND OR CHANGE THE TERMS, CONDITIONS, LIMITATIONS OR EXCLUSIONS OF THIS PLAN IN ANY WAY.

## EXCLUSIONS

UNLESS OTHERWISE EXPRESSLY COVERED UNDER ONE OF THE COVERED OPTIONS OR NOTED BY EXCEPTION FOR PROMOTIONAL PURPOSES FROM US, THIS AGREEMENT DOES NOT APPLY TO THE FOLLOWING UNLESS REQUIRED BY APPLICABLE LAW:

- (1) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS OR RECOMMENDATIONS;
- (2) ANY INSURABLE RISK TYPICALLY COVERED BY INSURANCE, REGARDLESS OF WHETHER THE INSURER HONORS SUCH COVERAGE, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, FIRE, HAIL, EARTHQUAKE, FLOOD OR WATER;
- (3) FIRE, THEFT, VANDALISM, RIOT, WEATHER RELATED CAUSES OF LOSS OR DAMAGE, EXPLOSION, CHEMICALS, SALT, ACCIDENT, MISUSE OR INTENTIONAL DAMAGE, COLLISION, WAR, TERRORISM, STRIKE, CIVIL COMMOTION;
- (4) ANY INVOICE PRESENTED TO US FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
- (5) IMPROPER START-UP OR SHUT-DOWN PROCEDURES;
- (6) DAMAGE TO OR FROM IMPLEMENTS, ACCESSORIES OR ATTACHMENTS USED IN CONJUNCTION WITH THE COVERED EQUIPMENT;
- (7) THE COST OF REMOVING ATTACHMENTS;
- (8) DETERIORATION DUE TO IMPROPER STORAGE;
- (9) DAMAGES FROM INCORRECT (FUEL THAT DOES NOT CONFORM TO FUEL STANDARDS AS OUTLINED IN THE OPERATION & MAINTENANCE MANUAL) OR CONTAMINATED FUEL;
- (10) CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, FINES, LOST CONTRACTS, LOSS OF INCOME, LOSS OF PROFITS OR LOSS OF VALUE OF CROPS;
- (11) RENTAL CHARGES FOR LOANER OR SUBSTITUTE EQUIPMENT DUE TO A COVERED MECHANICAL BREAKDOWN OR FAILURE;
- (12) TUNE-UPS;
- (13) SAFETY CONSTRAINT SYSTEMS;
- (14) DAMAGES FROM OPERATION WITHOUT ADEQUATE LUBRICATION OR FLUIDS;
- (15) EXCEPTED AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ROUTINE MAINTENANCE AND ITEMS INTENDED TO BE PERIODICALLY REPLACED BY THE PURCHASER DURING THE COVERED EQUIPMENT'S LIFE, INCLUDING BUT NOT LIMITED TO BATTERIES, BRAKES, BEARINGS, LIGHT BULBS, FILTERS, FLUIDS, BLADES, BELTS, HOSES, SPARK PLUGS, SEATS, CV BOOTS, CLUTCH COMPONENTS, CONSUMABLES, ETC.;
- (16) BREAKDOWN OR DAMAGE TO A COVERED COMPONENT CAUSED BY A DEFECT IN A NON-COVERED COMPONENT;
- (17) COVERED EQUIPMENT THAT HAS BEEN ALTERED OR MODIFIED BY UNAUTHORIZED SERVICE, INCLUDING BUT NOT LIMITED TO, REBRANDING, PAINTING OR PHYSICAL CHANGES;
- (18) PRODUCTS THAT HAVE BEEN USED IN CONJUNCTION WITH ANY ILLEGAL ACTIVITY;
- (19) PRODUCT RECALL;
- (20) LABOR RATE INCREASES IN EXCESS OF THE AUTHORIZED SERVICER'S STANDARD PUBLISHED LABOR RATE;
- (21) COSTS INCURRED FOR SERVICE CALLS;
- (22) SHOP SUPPLIES, INCLUDING BUT NOT LIMITED TO, FLUIDS AND TOWELS;
- (23) DEPRECIATION OR DIMINISHED VALUE;
- (24) ANY NORMAL WEAR AND TEAR;
- (25) PARTS NOT ESSENTIAL TO THE BASIC OPERATION OF THE COVERED EQUIPMENT, SUCH AS PARTS PROVIDED PRIMARILY FOR AESTHETICS OR FOR THE COMFORT OF THE USER, INCLUDING, BUT NOT LIMITED TO, KNOBS, SEAT COVERS, CARPET, MATS OR PLASTICS;
- (26) SCRATCHES, PAINT PEELING OR DENTS;
- (27) ENVIRONMENTAL CHARGES, INCLUDING BUT NOT LIMITED TO, DISPOSAL AND HANDLING FEES;
- (28) RETROFITTING OR RECONDITIONING COSTS ASSOCIATED WITH THE COVERED COMPONENTS;
- (29) DAMAGE TO A MOWING DECK CAUSED BY A LOOSE OR UNBALANCED BLADE;
- (30) MECHANICAL BREAKDOWN OR FAILURE DUE TO UNAUTHORIZED REPAIRS AND/OR REPLACEMENTS;
- (31) CHARGES OR DAMAGES DURING INSTALLATION, SET-UP, DIAGNOSTICS, EXPLORATION, PREP, CLEANING, REMOVAL OR REINSTALLATION OF THE COVERED COMPONENTS, EXCEPT AS PROVIDED HEREIN;
- (32) FAILURE TO MEET ANY GOVERNMENT REGULATIONS OR EMISSION REQUIREMENTS UNLESS THE COMPLIANCE ISSUE IS THE RESULT OF THE MECHANICAL BREAKDOWN OR FAILURE OF A COVERED COMPONENT;
- (33) LIABILITY RESULTING FROM DAMAGE TO OTHER PROPERTY, INJURY TO ANY PERSON OR THE ESCAPE, RELEASE, OR DISCHARGE OF ANY POLLUTANTS OR WASTE;
- (34) LACK OF PROPER MAINTENANCE;
- (35) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCURED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT;
- (36) SERVICE WORK THAT FINDS NO COVERED "MECHANICAL BREAKDOWN OR FAILURE" OR ISSUES WITH THE COVERED EQUIPMENT;
- (37) TRIM OR WEATHER STRIPPINGS;
- (38) ANY MECHANICAL BREAKDOWNS OR FAILURES REPORTED AFTER EXPIRATION OF THIS AGREEMENT;
- (39) BATTERY LEAKAGE;
- (40) ANY COMPONENTS WITH ACTIVE COVERAGE UNDER THE BASIC MANUFACTURER'S WARRANTY, REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY;
- (41) RUST OR CORROSION;
- (42) REPAIRS OR REPLACEMENT DUE SOLELY TO A NOISE OR ODOR COMPLAINT;
- (43) DAMAGE DUE TO POWER SURGES, IMPROPER POWER SUPPLY OR ELECTRICAL CURRENT FLUCTUATIONS;
- (44) ANY CLAIM OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA, OR CANADA.
- (45) TRANSPORTATION/TOWING/HAULING COSTS, FIELD SERVICE TRAVEL EXPENSES, OR FREIGHT & ASSOCIATED TAXES (UNLESS OTHERWISE NOTED BY EXCEPTION FOR PROMOTIONAL PURPOSES FROM OBLIGOR);
- (46) DEALER-INSTALLED KITS AND OPTIONS WHICH CARRY THEIR OWN SPECIFIC WARRANTY TERMS;
- (47) COMPONENTS THAT HAVE THEIR OWN STAND-ALONE WARRANTY COVERAGE PERIOD WHERE SUCH COVERAGE IS LESS THAN THE PROTECTION PLUS EXTENDED WARRANTY PLAN COVERAGE, SUCH AS HYDRAULIC QUICK COUPLERS.
- (48) FOR MOWERS, ENGINE AND SERVICE PARTS: CONSULT THE ENGINE OPERATION MANUAL FOR THE ENGINE PROVIDED WITH YOUR PRODUCT OR ASK AN AUTHORIZED DEALER FOR THE TERMS AND CONDITIONS OF THESE WARRANTIES.

## MISCELLANEOUS

- 1. APPLICABLE LAW:** The sale of the Agreement is complete, and its terms and conditions are in effect only upon receipt and acceptance of the Statement of Coverage and the issuance of the Agreement by Obligor.  
**If You are in the United States (as listed in the Statement of Coverage):** The Agreement, its terms and conditions, and all transactions contemplated by this Agreement (including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement) are subject to and shall be construed in accordance with the laws of the state of Delaware excluding any choice of law rules that may direct the application of the laws of another jurisdiction.  
**If You are in Canada (as listed in the Statement of Coverage):** The Agreement its terms and conditions, and all transactions contemplated by this Agreement (including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement) are subject to and shall be construed in accordance with the laws of Your province or territory, as noted in the Statement of Coverage, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.
- 2. RENEWAL AND TRANSFERABILITY:** This Agreement may be renewed in Our discretion at the expiration of its term. If We offer to renew this Agreement, the renewal term and price quoted will reflect the age, hours and condition of the Covered Equipment and the prevailing service cost at the time of the renewal. This Agreement may be transferred by You for the balance of the Plan Term. The Plan will apply only to the Protected Equipment described in the Statement of Coverage. If You sell the Protected Equipment to a new owner, any remaining coverage under this Plan will apply to the subsequent owner. This Agreement may be transferred by contacting an Authorized Servicer and paying a \$100.00 transfer fee. Transfer coverage shall be effective when We receive written notice of such transfer from the Authorized Servicer.
- 3. TERRITORY:** The Coverage afforded under this Agreement only applies to Claims occurring within Canada, the United States of America, including the District of Columbia.
- 4. SUBROGATION:** You agree that We, after paying a Claim relating to Your Agreement, have all rights of subrogation against those who may be responsible for Your Mechanical Breakdown or Failure. You shall do whatever is necessary to secure such rights on Our behalf. You shall do nothing to prejudice such rights and You shall execute and deliver to Us instruments and papers required to either secure or maintain such rights. All amounts recovered by You, for which You were previously reimbursed under this Agreement, shall become Our property or the property of Our designee and shall be forwarded to same by You, up to the total amount paid by Us under this Agreement.
- 5. Subject to applicable law: ARBITRATION: IMPORTANT, PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.** This Agreement requires binding arbitration if there is an unresolved dispute between You and

Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Agreement. The laws of the state of Delaware (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

**Subject to applicable law, if you are in Canada (as listed in the Statement of Coverage),** In the event that any dispute arises among the parties with reference to this Agreement or any matter arising hereunder and upon which the parties cannot agree, then such dispute shall be referred to arbitration in accordance with the following:

- The arbitration shall be conducted by a single arbitrator agreed upon by the parties, or if they are unable to agree, an arbitrator appointed by the Court in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 or any successor legislation enforced in the Province of Ontario from time to time.
- The seat and place of the arbitration shall be Toronto, Ontario.
- The arbitration shall be conducted in the English language and in accordance with the Arbitration Rules of the ADR Institute of Canada.
- The arbitration shall be private and confidential, and any and all information exchanged and disclosed during the course of the arbitration shall be used only for the purposes of that arbitration.
- Any interim or final decision of the arbitrator will be final and binding upon the parties and is not subject to appeal, including on questions of law.

## IF YOU ARE IN THE UNITED STATES (AS LISTED ON THE STATEMENT OF COVERAGE) STATE SPECIFIC PROVISIONS

The following state specific terms and conditions will control if inconsistent with any other provision of this Plan:

**Connecticut:** If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the Obligor of this Agreement by mailing a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair and a copy of this Agreement.

**Florida:** If You cancel this Agreement, You will receive a pro-rata refund based upon ninety percent (90%) of the unearned pro-rata premium less the cost of any claims paid or repairs made on Your behalf. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. The laws of the State of Florida will govern this Plan and any dispute arising under it.

**Georgia:** If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. If we cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Obligor will mail You a written notice at least ten (10) days prior to the date of cancellation for nonpayment, or at least thirty (30) days prior to the date of cancellation for fraud or material misrepresentation. Nothing contained in any provision elsewhere in this Agreement will affect Your right to make a Claim directly against Obligor if we fail to pay any valid Claim within sixty (60) days. This Agreement and its terms and conditions are subject to and shall be construed in accordance with the laws of the state of Georgia excluding any choice of law rules that may direct the application of the laws of another jurisdiction and enforced according to the laws of the state of Georgia.

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

**Nevada:** No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If You cancel this Agreement within twenty (20) days after Your receipt of this Agreement and You have not made a claim under this Agreement, You are entitled to a full refund of the Total Price as specified on the schedule for this Agreement. If You cancel this Agreement any time after twenty (20) days after Your receipt of this Agreement or if You cancel this Agreement and have made a claim at any time under this Agreement, You are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price as specified on the schedule for this Agreement. We may cancel this Agreement for any reason within seventy (70) days after Your receipt of this Agreement. We may cancel this Agreement thereafter only if: (a) You fail to pay an amount when due; (b) You are convicted of a crime that results in additional service under this Agreement; (c) It is discovered that You committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim; (d) It is discovered that You engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or (e) A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement. If We cancel this Agreement as provided above, We will send You written notice at the address indicated in Our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date We send You the notice of cancellation. In addition, You will be entitled to a refund of the unearned premium calculated on a pro rata basis. If We fail to deliver to You within forty-five (45) days any unearned premium to which You are entitled as provided above, You will be entitled to an additional amount equal to ten percent (10%) of the Total Price as specified on the schedule for this Agreement for every thirty (30) days such refund is delayed beyond the forty-five (45) days period.

**New Hampshire:** In the event You do not receive satisfaction under this contract, You may contact the New Hampshire insurance department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

**Oregon:** Arbitration is only binding if elected by mutual agreement at the time a Dispute arises. You have the option to litigate any dispute between You and Us in court.

**South Carolina:** If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number (803) 737-6180. This Agreement and its terms and conditions are subject to and shall be construed in accordance with the laws of the state of South Carolina excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

**Tennessee:** The Agreement Term shall be extended the number of days You are deprived of the use of the Covered Equipment because the Covered Equipment is in repair plus two (2) additional workdays.

**Texas:** We may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty You hold relating to the Protected Equipment or its use. You may address any unresolved complaints or contract regulation question to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

**Virginia:** If You purchased the Plan in this state, if any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** Any civil actions and/or arbitration proceedings arising from disputes under the terms and conditions of the Agreement are subject to the general jurisdiction of the courts in the State of Washington. This is not a contract of insurance. The Seller is not a party to this Agreement.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** In the event of cancellation of this agreement, Obligor will mail a written notice to the agreement owner at the last known address of the agreement owner contained in the records of the Obligor at least five (5) days prior to cancellation by the Obligor. Such notice shall state the effective date of the cancellation and the reason for the cancellation per the written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming. You have the option to litigate Disputes between You and Us in court. In the event of cancellation of this Agreement, Obligor will mail a written notice to You at Your last known address contained Our records at least (10) days prior to cancellation by the Obligor. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by You to the Obligor, or a substantial breach of duties by the Owner relating to the covered product or its use.

**Wyoming:** Arbitration can only be final and binding if agreed to by the parties involved and in a separate written Agreement.

