



# Protection Plan Terms and Conditions

Allstate Protection Plans, will service all warranty claims.

#### CERTIFIED REFURBISHED TWO-YEAR LIMITED PRODUCT WARRANTY

This Warranty, as defined below, is limited to customers residing in the United States.

ANY IMPLIED WARRANTIES, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

"Warrantor" as used herein, shall mean the seller of the product covered by this Warranty.

#### WARRANTY COVERAGE

Warrantor provides the Warranty coverage as further described below and limited to the terms and conditions hereof: Warrantor hereby provides a limited non-transferable Product Warranty for two (2) years from the date of purchase of the subject Product (the "Warranty") against defects in Product materials or workmanship. This Warranty is offered on only those certain electronic items sold by Warrantor (each, a "Product"), purchased and used in the United States by the consumer and is the sole and exclusive Warranty provided by Warrantor in the United States for Products. A Proof of Purchase (as defined below) may be required by Warrantor from the consumer for the Warranty to be effective and applicable to the Product. Proof of the valid Product purchase for the purposes of this Warranty ("Proof of Purchase") is an original or copy of the retailer sales receipt for the Product purchased or the retailer Product purchase invoice, showing the Product model number, payment and the date of the Product purchase. Product registration with Warrantor, while appreciated, is not required to activate any Warranty and the Product registration is not a substitute for a Proof of Purchase.

The "Warranty Period" commences on the date of Product purchase by the consumer and ceases on the 2 year anniversary date of such Product purchase ("Warranty Period").

# **SERVICE UNDER THE WARRANTY**

Within the Warranty Period, Warrantor may, at its sole discretion,

- · repair the Product with new or refurbished parts,
- replace the Product entirely, either with a new or refurbished Product at no additional charge
  to consumer, or reimburse the consumer the amount of the original purchase price after all
  discounts and exclusive of taxes and all fees (a "Reimbursement"), or
- replace defective parts that meet the performance specifications of new parts for any applicable Product.

All exchanged or substituted parts and Products replaced under Warranty service will become the property of Warrantor. Repaired or replaced Products or parts thereof will be warranted by Warrantor for the balance of the original Warranty Period or ninety (90) days from the date of Warranty service, whichever is longer. In the event replacement parts or a replacement Product are not available for any reason at the time of the initiation of a Product Warranty claim by consumer, Warrantor may, in its sole discretion, either (i) deliver to the consumer an accommodation in the form of a reasonably similar Product (an "Accommodation"), or (ii) provide Reimbursement. Any such Accommodation or Reimbursement to consumer shall be in full satisfaction of any applicable Product Warranty claim and of Warrantor's obligation to consumer under the Warranty for such applicable Warranty claim. The provision of an Accommodation or a reimbursement terminates any further warranty coverage for such applicable product.

# LIMITATIONS OF THE WARRANTY

Warrantor's obligation to the consumer with regard to the Warranty for any Product is limited to the repair, replacement or Reimbursement of any defective Product or parts pursuant to the terms and conditions of the Warranty. This Warranty is only valid for Products purchased and used in the United States and shall not extend to any Products (a) not purchased in the United States, and (b) purchased in the United States but which are used or transfer outside any jurisdiction thereof. The Warranty is not applicable to any purchase of a Product for commercial use (such as in a hotel, office, restaurant, or other business capacity). This Warranty expressly excludes any defects or damages caused by accessories, replacement parts or repair service other than those that have been authorized by Warrantor pursuant to the terms hereof.

No other express warranties are made by Warrantor or are authorized to be made on behalf of Warrantor by any retailer, agent, distributor, or other party with respect to any Product to any

consumer or other party. The Warranty shall be rendered null and void, and of no further force or effect, providing no Warranty coverage with regard to a Product for each of the following reasons, without limitation:

- Products requiring maintenance or replacement due to normal wear and tear, corrosion, rust, stain, age or Products damaged due to any improper or discouraged use, mishandling, negligence, excessive wear and tear, including damages caused by maintaining, operating or using the Product in a manner not consistent with, in accordance with, or not contemplated by the instruction manual provided by Warrantor with the Product, or by otherwise failing to follow safety, operating, care or cleaning instructions;
- Products where the product number model or serial number has been removed, replaced, altered or rendered illegible;
- Products which have been damaged as a result of having been altered, modified and repaired
  in any way not expressly authorized in the instruction manual provided by Warrantor with
  the Product or by any party not authorized by Warrantor as an authorized Warranty repair
  specialist.
- LCD or other read-out displays on Products attributable to non-manufacturer defects such as mishandling during transportation, drops, spills and extreme temperature;
- Cosmetic damages (examples include, but are not limited to, scratches, imprint/water marks, cracks and dents, stains, etc.);
- · Products that have been damaged directly or indirectly from the use of a third party product;
- Products damaged as a result of acts of nature e.g. fire, flood, or lightning;
- Products damaged as a result of connection to irregular current or voltage sources, or use on electric or other current or voltage other than that marked on the Product, or any instruction book:
- Products for which a consumer has no Proof of Purchase or for which the applicable Warranty Period has expired;
- · Products not purchased from Warrantor; or
- Products returned by the consumer to Warrantor, not using a Warrantor provided shipping label which are lost, misdelivered or damaged in transit.

WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES; ACKNOWLEDGMENTS CONSUMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AS PROVIDED BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF. NONE OF WARRANTOR, ITS PARENT OR OTHER HOLDING COMPANIES, SUBSIDIARIES, AFFILIATES, AUTHORIZED DISTRIBUTORS AND RETAILERS AND AUTHORIZED SERVICE PROVIDERS. OR ANY OFFICERS. DIRECTORS. AGENTS. OR EMPLOYEES THEREOF, SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FROM TRAVEL, LOST TIME, PERISHABLE GOODS, DAMAGES FOR LOSS OF REVENUE, BUSINESS, PROFITS, GOODWILL OR CONTRACTS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ANY COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION RESULTING FROM SUCH LOSS), OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY MALFUNCTION OF ANY PRODUCT OR OTHER DAMAGES RESULTING FROM THE USE OF THE PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE. NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IT IS UNDERSTOOD AND AGREED BY THE CONSUMER UPON PURCHASE OF A PRODUCT THAT, EXCEPT AS EXPRESSLY STATED HEREIN, WARRANTOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER WITH RESPECT TO THE PRODUCT OTHER THAN THOSE AS EXPRESSLY STATED HEREIN. THE CONSUMER ACKNOWLEDGES THAT THE CONSUMER IS INFORMED AND IS AWARE OF HIS/HER RIGHTS AND OBLIGATIONS UNDERANY APPLICABLE LOCAL MUNICIPAL AND JURISDICTION LAWS GOVERNING THE PURCHASE AND USE OF THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF ANY PROVISIONS OF THIS WARRANTY ARE JUDGED TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THE WARRANTY SHALL CONTINUE IN FULL FORCE AND EFFECT.

### **WARRANTY CLAIM PROCESS**

During the Warranty Period, if the Product or one of its parts qualifies for service or replacement under this Warranty, contact customer service at 1.877.WARRANTY or go online to <a href="https://www.allstateprotectionplans.com/claim">https://www.allstateprotectionplans.com/claim</a>. Any replaced defective parts will not extend the term of this Warranty. Service under this warranty will not extend the term of this Warranty.