

Abt Electronics Inc. Warranty Terms & Conditions

1. DEFINITIONS:

Abt Electronics Inc. (Abt) shall mean the Provider of this Protection Plan, located at 1200 N. Milwaukee Ave., Glenview, IL 60025 with the telephone number: 1.847.544.2000. "You", "Your" shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was transferred in accordance with these Terms and Conditions

The following terms are used in the final sales receipt.

Protection Plan Price: The price You paid for this Protection Plan. Coverage Start Date: This is the delivery date when coverage starts under this Protection Plan.

Coverage Term: This is the years of coverage, varying from one (1) to five (5) year(s), You receive under this Protection Plan, starting on the Coverage Start Date.

Covered Product: The product or type of product covered by this Protection Plan

Coverage Amount: The purchase price of the Covered Product.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes the optional Accidental Damage from Handling (ADH) coverage.

Deductible: The applicable deductible.

2. COVERAGES AND TERMS:

- This Protection Plan is inclusive of any manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty.
- · No deductible.
- Coverage is 100% parts and labor up to the full purchase price.
- Food loss reimbursement for refrigerator failure up to \$200.
- · Power surge protection.

3. WHAT IS NOT COVERED

- Maintenance, repair, or replacement necessitated by loss or damage resulting from misuse, operator neglect, theft or loss, exposure to weather conditions, improper electrical/power supply, improper installation or assembly by someone other than Abt, insect infestation, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other peril originating from outside the product.
- Damaged or defective LCD screens when the failure is caused by abuse (which means misuse or mistreatment of the product such as dropping it or throwing an object at the screen) or is otherwise excluded herein.
- · All equipment intended for heavy commercial or industrial use.
- · Intentional damage.
- Consumer replaceable or consumable light bulbs or batteries unless that specific coverage has been offered and purchased at the time of sale with Your Protection Plan.
- · Normal wear and tear

OPTIONAL COVERAGE:

ACCIDENTAL DAMAGE FROM HANDLING (ADH): If You were offered and elected to include accidental damage from handling (ADH) as an integral part of Your coverage program, it augments Your Protection Plan by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product. ADH does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of the product, cosmetic damage and/ or other damage that does not affect unit functionality, or damage caused during shipment between You and Abt's Authorized Service Facility.

4. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE: Call Abt at 1.847.544.2000 (Local) or 1.888.228.5800 (Toll-free) Monday through Friday, 9am – 9pm CST, Saturday, 9am – 7:30pm CST, or Sunday, 10:30am – 6:15pm CST.

5. HOW ABT WILL SERVICE YOUR PRODUCT:

Depending on the Product and failure circumstances, Abt will either: A. Repair Your Product, or

- B. Provide a cash settlement or a gift card reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount, or
- C. Provide a new or refurbished product of equal features and functionality.

6. LIMIT OF LIABILITY:

The total amount that Abt will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan shall not exceed the Coverage Amount of the Product. In the event that Abt makes payments for repairs or replacements which in the aggregate are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal features and functionalist, Abt will have no further obligations under this Protection Plan.

ABT 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. SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000.

7. TRANSFER OF PROTECTION PLAN:

This Protection Plan is transferable to any subsequent owner of the Covered Product subject to the terms and conditions of this Protection Plan.

8. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. If You cancel this Protection Plan within the first thirty (30) days after purchase of this Protection Plan You will receive a full refund. If You cancel after the first thirty (30) days from the purchase date of this Protection Plan, You will receive a pro-rated refund based on the time remaining on Your Protection Plan. Past claims may be deducted from the refund and the refund will be sent to You within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.