

Abt Electronics, Inc. Warranty Terms & Conditions

1. DEFINITIONS:

"Abt" means Abt Electronics, Inc. Abt is the Provider of this Protection Plan, and is located at 1200 N. Milwaukee Ave., Glenview, IL 60025 with the telephone number: 1.847.544.2000.

"You" and "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: The date You take possession of the Covered Product is the date when coverage starts under this Protection Plan. Coverage Term: The years of coverage, varying from one (1) to fifteen (15) year(s), You receive under this Protection Plan, starting on the Coverage Start Date. All claims under this Protection Plan must be submitted during the Coverage Term.

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

Coverage Amount: The purchase price of the Covered Product. Coverage Type: The level of coverage You purchased, which may be either a Standard Warranty or a Commercial Warranty, and which may include the optional Accidental Damage from Handling (ADH) coverage. Deductible: The applicable deductible.

2. STANDARD AND COMMERCIAL 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 Coverage Amount.
- Food loss reimbursement for refrigerator failure up to \$200.
- Failure resulting from a power surge.
- Mechanical and electrical failure resulting from normal wear and tear.

OPTIONAL COVERAGE:

ACCIDENTAL DAMAGE FROM HANDLING (ADH): If You elected to add accidental damage from handling (ADH) coverage to your Protection Plan, your ADH coverage provides additional protection not otherwise covered by the Protection Plan. ADH covers damage from drops, spills and liquid damage associated with the handling and use of the Covered Product. ADH does not provide protection against theft, loss, reckless, grossly negligent or abusive conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Abt.

3. WHAT IS NOT COVERED

The Protection Plan does not cover:

• 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.

- Software/firmware updates due to IOS/Android or programming of upgraded new equipment.
- Damaged or defective screens when the failure is caused by abuse (which means misuse or mistreatment of the product, such as dropping it).
- Any equipment used for commercial or industrial purposes, or intended for such use unless Your Coverage Type is expressly noted as a Commercial Warranty at the time of purchase.
- Intentional damage.
- Consumer replaceable or consumable items, including light bulbs or batteries.

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, at its sole discretion, will have the option of:

A. Repairing Your Product, or

- B. Providing You with 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. Providing You 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 provides a cash settlement reflecting the replacement cost of a new item of equal features and functionality, Abt will have no further obligations under this Protection Plan.

ABT SHALL NOT BE LIABLE FOR ANY INDIRECT, 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.

7. TRANSFER OF PROTECTION PLAN:

This Protection Plan is transferable to any subsequent owner of the Covered Product who will use it in a like manner, subject to the terms and conditions of this Protection Plan.

8. CANCELLATION:

Either party may cancel this Product Plan for any reason at any time. If the Protection Plan is canceled within the first thirty (30) days after the purchase of this Protection Plan, You will receive a full refund. If the Protection Plan is canceled after the first thirty (30) days from purchase, You will receive a pro-rated refund based upon the time remaining on Your Protection Plan. Past claims may be deducted from the refund and no refund shall be issued if you have already met or been paid the Coverage Amount.