

**Henry Schein Protect  
Commercial Service Contract  
Terms & Conditions**

Please keep this important terms and conditions document and **Invoice** together in a safe place, as these will be needed at time of **Claim**. The information contained in this **Contract** document is intended to serve as a valuable reference guide to help **You** determine and understand what is **Covered** under **Your Contract**. For any questions regarding the information contained in this **Contract** document, or **Your Coverage** in general, please contact the **Administrator** at [protect@henryschein.com](mailto:protect@henryschein.com).

**DEFINITIONS**

Throughout this **Service Contract**, the following capitalized and bolded words have the stated meaning:

- **"Accidental Damage From Handling", "ADH"**: refers to accidental damage from handling, meaning damage directly resulting from unintentionally damaging the **Covered Equipment**.
- **"Administrator"**: Henry Schein, Inc., 135 Duryea Road, Melville, NY 11747, 1-800-482-2600.
- **"Breakdown"**: the mechanical and/or electrical failure of the **Covered Equipment** that results in it no longer being able to perform its intended function, including defects in materials or workmanship and not normal wear/tear, and that occurs during normal use of the **Equipment**.
- **"Claim(s)"**: a request for **Coverage** in accordance with this **Contract** made by **You**.
- **"Coverage", "Covered", "Cover"**: has the meaning given in the "What Is **Covered** – General" section of this **Contract**.
- **"Covered Equipment", "Equipment"**: the eligible product purchased by **You** that is to be **Covered** under this **Contract**.
- **"Deductible"**: **You** are not required to pay a **Deductible** to obtain service for **Your Covered Equipment** under this **Service Contract**.
- **"Effective Operation"**: the ability of **Covered Equipment** to render the same or similar service as prior to the development of a **Breakdown** and operating within **Manufacturer's** specifications for the **Covered Equipment**.
- **"Equipment Purchase Price"**: the amount paid by **You** for the **Covered Equipment**, excluding any applicable taxes and/or fees as indicated on **Your Invoice**.
- **"Invoice"**: a numbered document that confirms the purchase date of this **Contract** in respect of the **Covered Equipment**, **Your** name and address, the **Contract Coverage Term** period, and specific **Schedule of Covered Equipment** **You** purchased. This **Contract** is not valid without an **Invoice**.
- **"Labor"**: the **Administrator's** prevailing labor rates during normal business hours.
- **"Limit of Liability"**: **Our** maximum liability to **You** in total during the **Term** of the **Schedule of Covered Equipment**.
- **"Manufacturer"**: the original equipment **Manufacturer** of the **Equipment**.
- **"Schedule of Covered Equipment"**: identifies the **Covered Equipment** under this **Contract** that **You** have selected and purchased, as confirmed on **Your Invoice**.
- **"Parts"**: any **Manufacturer** and after-market component of the **Covered Equipment**, which is required for function, excluding any items that are deemed by the **Manufacturer** as preventive maintenance.
- **"Power Surge"**: damage to the **Equipment** resulting from an oversupply of voltage to **Your Equipment** while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the **Equipment** to a power source.
- **"Repair(s)"**: the actions **We** take to mend, remedy, or restore **Your Covered Equipment** to a sound functioning state following a **Covered Breakdown**. Parts used to **Repair** the **Covered Equipment** may be new, used, refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original **Equipment**.
- **"Replace", "Replacement"**: an item supplied to **You** through **Our** arrangement in the event **We** determine the **Covered Equipment** is not suitable for **Repair**. **We** reserve the right to **Replace** the **Covered Equipment** with a new, rebuilt or refurbished item of equal or similar features and functionality. **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or color as the previous **Covered Equipment**.
- **"Seller"**: the retailer that has been authorized by **Us** to sell this **Contract** to **You**: Henry Schein, Inc.
- **"Service Contract", "Contract"**: this document detailing all **Coverage** provisions, conditions, exclusions and limitations for **Your Service Contract** that has been provided to **You** upon purchase completion.
- **"Term"**: the period of time shown on **Your Invoice** which represents the duration in which the provisions of this **Contract** are valid.
- **"We", "Us", "Our", "Provider", "Obligor"**: Northcoast Warranty Services, Inc., 200 Hudson Street, Suite 800, Jersey City, NJ 07311; unless otherwise specified in the "Special Jurisdictional Requirements" section of this **Contract** and applicable to **Your** jurisdiction.
- **"You", "Your"**: the purchaser/owner of the **Covered Equipment** under the provisions of this **Contract**.

**TERRITORY**

This **Service Contract** is valid and eligible for purchase in the following jurisdictions only: the continental United States of America, plus Alaska and Hawaii. Notice: all outlying U.S. territories, including but not limited to Puerto Rico, are expressly excluded.

**SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE**

1. **Coverage** for **Power Surge** begins on the date of **Invoice** and continues for the remainder of **Your Term** as shown on **Your Invoice**.
2. **Coverage** for a **Breakdown** begins on the date of **Invoice** and continues for the remainder of **Your Term** as shown on **Your Invoice**.
3. **Coverage** for **ADH**, if applicable, begins on the date of **Invoice** and continues for the remainder of **Your Term** as shown on **Your Invoice**.

4. **Coverage** for **Labor** begins on the date of **Invoice** and continues for the remainder of **Your Term** as shown on **Your Invoice**.
5. **Coverage** for **Parts** begin upon the expiration of the **Manufacturer's** warranty period and continues for the remainder of **Your Term** as shown on **Your Invoice**.

#### EQUIPMENT ELIGIBILITY

In order to be eligible for **Coverage** under this **Service Contract**, the eligible product must: (i) be a **Covered Equipment** and (ii) have a minimum twelve (12) month **Manufacturer's** warranty attached to the **Covered Equipment**. Purchase of this **Service Contract** is not required with the purchase of the **Equipment** or to obtain financing for the **Equipment**.

#### WHAT IS COVERED – GENERAL

During the **Term** described in the “**Service Contract Term – Effective Date of Coverage**” section of this **Contract**, in the event of a **Covered Claim**, at **Our** sole discretion, this **Contract** provides for: (i) the **Labor** and/or **Parts** required to **Repair** the **Covered Equipment**; (ii) the **Replacement** and **Labor** required for **Replacement** of the **Covered Equipment** in lieu of such **Repair**; for the **Covered Equipment** if detailed under the “**Schedule of Covered Equipment**” section of this **Contract**.

**We will Repair or Replace Your Equipment** pursuant to the provisions of this **Contract**. When a **Replacement** is applicable and provided in lieu of **Repair**, any accessories, attachments and/or peripherals that are integrated with the **Equipment**, but that were not provided and included by the **Manufacturer** in the packaging and with the original sale of the **Covered Equipment**, will not be included with such **Replacement**.

#### IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS SERVICE CONTRACT

- A. If **We** provide a **Replacement** to **You**, any or all of the following may apply:
  - ▶ **We** reserve the right to **Replace** the defective **Equipment** with a new, rebuilt or refurbished item of equal or similar features and functionality which may not be the same model, size, dimension, or color as the previous **Equipment**.
  - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Equipment**, and in such situation, this **Contract** shall not provide **You** with any reimbursement for such a price difference.
  - ▶ Any and all **Equipment** parts, components or entire units that have been **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. **Coverage** described under this **Contract** shall not replace or provide any duplicative benefits during any valid **Manufacturer's** warranty period. During such period, anything covered under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall not be **Covered** under this **Contract**, regardless of the **Manufacturer's** ability to fulfill its obligations.
- C. **Coverage** under this **Contract** is limited to that which is specifically described in this **Contract**, as applicable to **You**. Anything not specifically expressed herein is not **Covered**.
- D. In the event of a service incident where a **Breakdown** is not identified by **Us** or the **Administrator**, **You** are responsible for all costs in association with such service, including any shipping fees.

#### YOUR RESPONSIBILITIES

It is **Your** responsibility to backup any/all software and/or data on a regular basis, especially, prior to commencement of any services **Covered** under this **Service Contract**. Software and/or data transfer or restoration services are not **Covered**. **You** agree to maintain throughout the **Term** of this **Contract** such protective safeguards as were in existence at the time of or installed subsequent to the effective date of this **Contract**. Upon discovery of a **Breakdown** which may give rise to a **Claim** under this **Agreement**, **You** must take all reasonable steps within **Your** power to minimize the extent of the **Breakdown**. **You** further agree to take due care to maintain a physical environment (levels of temperature, humidity, dust, etc.) in keeping with the **Manufacturer's** recommendations for the **Covered Equipment**. If specified in the **Equipment's Manufacturer's** warranty and/or owner's manual, **You** must perform all of the care, maintenance and inspections for the **Equipment** as indicated. **You** may be required to provide proof of fulfillment of such maintenance, care and/or inspection services at time of **Claim**.

**ANY CLAIM RESULTING FROM YOUR LACK OF COMPLIANCE WITH THE EQUIPMENT'S MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.**

#### SCHEDULE OF COVERED EQUIPMENT

(As indicated on **Your Invoice** and applicable to **You**.)

When purchased, this **Service Contract** provides the **Coverage** that is described in the “What is **Covered** – General” section, including **Power Surge, Breakdown, Labor** and/or **Parts** and subject to the following provisions:

**2D EXTRAORAL PANORAMIC X-RAY (“2DXR”)**

**3D EXTRAORAL PANORAMIC X-RAY (“3DXR”)**

**3D PRINTERS (“PRT”)**

#### **AIR COMPRESSORS ("AIR")**

#### **AUTOCLAVES/STERILIZERS ("STE")**

Limited one (1) time cosmetic coverage to repair or replace the plastic patient-facing front cover.

#### **DELIVERY SYSTEMS ("DEL")**

Coverage does not include air/water syringes or tips. Coverage does not include accessories or add-on items including, but not limited to, intraoral cameras, handpieces, and scalers. A separate **Service Contract**, if available, must be purchased for those items.

#### **INTRAORAL X-RAYS (WALL MOUNTED) ("WMXR")**

#### **MILLING ("MILL")**

#### **OVENS/FURNACES ("OVN")**

#### **PATIENT CHAIRS ("CHR")**

#### **PATIENT LIGHTS ("LIT")**

#### **STOOLS ("STOL")**

#### **ULTRASONIC CLEANERS ("ULTR")**

#### **VACUUM SYSTEMS (DRY) ("DVAC")**

#### **VACUUM SYSTEMS (WET) ("WVAC")**

When the following are purchased, this **Service Contract** provides the **Coverage** that is described in the "What is **Covered** – General" section, including **Power Surge, ADH, Breakdown, Labor** and/or **Parts** and subject to the following provisions:

#### **CAMERA SYSTEMS ("CAM")**

#### **DIGITAL SENSORS ("SEN")**

#### **INTRAORAL SCANNERS ("SCAN")**

#### **INTRAORAL X-RAYS (HANDHELD) ("HHXR")**

#### **COVERAGE OF REPLACEMENT EQUIPMENT**

A **Replacement** provided under this **Schedule of Covered Equipment** will be automatically considered as the **Covered Equipment** referenced throughout the provisions of this **Contract**, and **Coverage** for such **Replacement** will continue for the remainder of **Your** current **Contract Term** (assuming there is remaining time under **Your** current **Term**). A **Replacement** will not extend **Your** current **Contract Term**.

#### **LIMITATION OF LIABILITY**

Neither Northcoast Warranty Services, Inc. (including its affiliates specified in the "Service Contract Reimbursement Insurance Policy" and "Special Jurisdictional Requirements" sections of this **Contract**) nor **Administrator** shall be liable for any incidental or consequential damages in association with the rendering of **Covered** services under the provisions of this **Contract**, including but not limited to: (i) property damage, lost time (down time), lost data or lost income (production) resulting from any **Covered Claim**, any non-defined mechanical/electrical failure or any other kind of damage of or in association with the **Covered Equipment**, including, but not limited to any non-covered equipment used in association with the **Covered Equipment**; (ii) delays in rendering a **Covered Claim** or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by **You** associated with customized installations to fit the **Covered Equipment** such as third party stands, mounts and, customized alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or color as the original **Covered Equipment**. Neither Northcoast Warranty Services, Inc. (including its affiliates specified in the "Service Contract Reimbursement Insurance Policy" and "Special Jurisdictional Requirements" sections of this **Contract**) nor **Administrator** shall assume any liability or damage to property or injury or death to any party(ies) arising out of the

operation, maintenance or use of the **Covered Equipment** or a **Replacement** provided under the provisions of this **Contract**. Neither Northcoast Warranty Services, Inc. (including its affiliates specified in the "Service Contract Reimbursement Insurance Policy" and "Special Jurisdictional Requirements" sections of this **Contract**) nor **Administrator** shall be liable for any Pre-Existing Conditions (as defined in the "What is Not **Covered** – Exclusions" section of this **Contract**) known to **You**; including any inherent Equipment flaws.

#### WHAT IS NOT COVERED – EXCLUSIONS

##### THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- a) Accidental Damage From Handling, or ADH except where explicitly expressed in the SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE section or SCHEDULE OF COVERED EQUIPMENT section.
- b) Pre-Existing Conditions incurred or known to You. ("Pre-Existing Conditions" refers to damages or defects associated with the Equipment that existed before this Contract was purchased.)
- c) Improper packaging and/or transportation by You or Your representative resulting in damage to the Equipment while it is in transit, including improperly securing the Equipment during transportation.
- d) Any indirect loss whatsoever including but not limited to: (i) property damage, lost time (down time), lost data or lost income (production) resulting from a Breakdown, or any other mechanical/electrical failure; (ii) delays in rendering a Covered Claim or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by You associated with customized installations to fit the Equipment such as third party stands, mounts, and customized alcoves and the like; or (v) a Replacement that is a different model, size, dimension or color as the original Covered Equipment.
- e) Modifications, adjustments, alterations, manipulation, or repairs made by anyone other than a service technician authorized or approved by the Administrator or other than in accordance with Manufacturer's specifications.
- f) Damage from inappropriate ventilation or conditions (too hot or too cold) outside the Manufacturer's specifications causing freezing, overheating, rust, corrosion, warping or bending.
- g) Wear and tear, or gradual deterioration of Equipment performance.
- h) The intentional treatment of the Equipment in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.
- i) Damage to or malfunction of Your Equipment caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation to the operation of a software virus, lack of availability of software updates, or any other software/digital based malfunction.
- j) Training, design support, software support, or hardware/software upgrades.
- k) Laptops, computers and monitors either sold separately or sold as a bundle with Your Covered Equipment.
- l) Expedited or overnight shipping.
- m) Loss, theft, or malicious mischief or disappearance.
- n) Fortuitous events including but not limited to riot, nuclear radiation, war/hostile government act, or intent, action or radioactive contamination, environmental conditions, flood, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand or smoke, or other telecommunications malfunction.
- o) Failure to perform the Manufacturer's recommended maintenance, or operation/storage/installation of the Equipment in conditions outside of the Manufacturer's specifications or instructions.
- p) Equipment that is subject to the Manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction or Manufacturer error regardless of the Manufacturer's ability to pay for such repairs.
- q) Equipment that has removed or altered serial numbers.
- r) Cosmetic damage however caused to Your Equipment, including marring, scratching, changes in color due to natural or artificial light, and denting, unless such cosmetic damage results in loss of functionality or unless limited cosmetic damage is specified in the Schedule of Covered Equipment section of this Contract.
- s) Normal wear, stains, cuts, scratches or any damage to upholstery or surface finishes.
- t) Coverage does not include rentals or any costs associated with rental equipment.
- u) Normal periodic or preventive maintenance, adjustment, modification, or servicing or anything the Equipment Manufacturer deems as a preventative maintenance item. Please refer to the Manufacturer's warranty or owner's manual for preventative maintenance items.
- v) Accessories or add-on items sold separately including, but not limited to, standalone computers, laptops, monitors, shelving systems/racks, that are not listed in the Schedule of Covered Equipment section of this Contract.
- w) Cost of component parts not covered by the Manufacturer's warranty, or any non-operating / non-power-driven part, including, but not limited to plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches, light shields, light bulbs, filters, O-rings, handpiece and vacuum tubing, water bottles and wiring.
- x) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the Equipment.
- y) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- z) Any Claim where Your original Invoice had not been provided if asked.
- aa) Any Claim for the restoration of software or data, or for retrieving data from Your Equipment.
- bb) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- cc) Any Claim or benefit under this Contract to the extent the provision of such coverage or payment of such Claim, or provision of such benefit would expose Us or Administrator to any sanctions, prohibition, or restriction under U.S. economic or trade sanctions, or other applicable law.
- dd) Any Repair(s) performed in conflict with the "Special Jurisdictional Requirements" section of this Contract.

ee) Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

**IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED EQUIPMENT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.**

#### HOW TO FILE A CLAIM

**IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE BREAKDOWN TO YOUR EQUIPMENT IS COVERED UNDER THIS SERVICE CONTRACT. IN ORDER FOR A CLAIM TO BE CONSIDERED YOU WILL NEED TO FIRST CONTACT THE ADMINISTRATOR OR US WITH A DESCRIPTION OF THE PROBLEM WITH YOUR EQUIPMENT. THERE IS NO COVERAGE UNDER THIS CONTRACT IF YOU MAKE UNAUTHORIZED REPAIRS.**

Please have **Your** model and serial number readily available and call the **Administrator** via telephone at 1-800-482-2600. The **Administrator** will promptly obtain details regarding the issue **You** are experiencing with the **Equipment** and **You** will be provided with a service request number and further details on the service for **Your Equipment**.

**Coverage** is only provided for eligible **Repairs** that are authorized or approved by the **Administrator**. If **Your Repair** is not **Covered** under this **Contract** or **You** authorize additional services not set forth in the **Invoice** issued by the **Seller**, **You** will be responsible for those costs or expenses. In the event **We** paid for costs or expenses (either **Parts**, **Labor**, travel, taxes and/or shipping charges) which are not **Covered** under the terms and conditions of this **Contract**, **We** shall have the right to bill **You** for reimbursement of such uncovered costs or expenses.

If the **Term** of this **Service Contract** expires while an approved **Claim** is in progress, **Coverage** under this **Contract** will be extended until the date on which the pending approved **Claim** has been fulfilled completely in accordance with the terms and conditions of this **Contract**.

#### RENEWABILITY

The **Term** of this **Service Contract** is not renewable.

#### TRANSFERABILITY

**Coverage** under this **Service Contract** cannot be transferred to any other **Equipment**. If **You** wish to transfer **Coverage** under this **Service Contract** to a different owner, please contact the **Administrator** at [protect@henryschein.com](mailto:protect@henryschein.com) to initiate **Our** transfer process. Transferability is determined at **Our** sole discretion and may not be available.

#### SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY

This is not an insurance policy; it is a **Service Contract**. **We** have obtained a service contract reimbursement insurance policy to insure **Our** performance under this **Contract**. Should **We** fail to pay any **Claim** or fail to **Replace** the **Covered Equipment** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event **You** cancel this **Contract** and **We** fail to refund any unearned portion of the **Contract** price, **You** are entitled to make a direct **Claim** against the insurer, ARI Insurance Company, 125 Pheasant Run, Newton, PA 18940, (877) 882-1304.

#### CANCELLATION

##### YOUR RIGHT TO CANCEL

**You** may cancel this **Service Contract** at any time by informing the **Administrator** or **Us** of the cancellation request via email at [protect@henryschein.com](mailto:protect@henryschein.com). No cancellation fee applies.

If **Your** cancellation request is within thirty (30) days of the **Contract** purchase date, **You** will receive a one hundred percent (100%) refund of the **Contract** purchase price/fee paid by **You**, minus any **Claims** paid by **Us**.

If **Your** cancellation request is made after thirty (30) days from the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price paid/fee by **You**, minus any **Claims** paid by **Us**.

##### OUR RIGHT TO CANCEL

If **We** cancel this **Contract**, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Contract**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies. Please refer to the "Special Jurisdictional Requirements" section of this **Contract** for further information.

**We** may only cancel this **Contract** for the following reasons:

- a) non-payment of the **Contract** purchase price/fee by **You**;
- b) deliberate material misrepresentation by **You**; or
- c) substantial breach of duties under this **Contract** by **You** in relation to the **Equipment** or its use.



## GENERAL PROVISIONS

- A. **We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.
- B. The failure or delay of any party to enforce any provision hereunder shall not constitute a waiver of any such right. If any provision of this **Contract** should be declared invalid, illegal or unenforceable under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions of this **Contract** and all other terms and conditions of this **Contract** shall remain in full force and effect.
- C. **You** expressly consent to be contacted in connection with this **Service Contract**, at any telephone number, or physical or electronic address **You** provide **Us** or the **Administrator**. All notices or requests pertaining to this **Contract** shall be in writing and may be sent by any reasonable means including by mail, email, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email to an email that **You** provided to **Us** or the **Administrator**, or seven (7) days after mailing to the street address **You** provided.
- D. Subject to the "Special Jurisdictional Requirements" section, this **Contract** shall be governed by and construed in accordance with the laws of the state in which **You** purchased the **Covered Equipment**, without reference to conflicts of laws principles. **You** irrevocably submit to the jurisdiction and venue of the federal and state courts sitting in such state for the purpose of any suit, action or proceeding arising out of this **Contract**. **You** hereby irrevocably waive any and all defense to the jurisdiction and venue of the aforesaid courts, including without limitation a motion to dismiss venue and the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.
- E. There is no informal dispute settlement process available under this **Contract**.

## ENTIRE AGREEMENT

This **Service Contract**, including the **Invoice**, terms and conditions, limitations, exceptions and exclusions, constitute the entire agreement between **Us** and **You** and no representation, promise or condition not contained herein shall modify these items, except as required by applicable law.

## SPECIAL JURISDICTIONAL REQUIREMENTS

**Regulation of commercial service contracts varies based on state of purchase and Seller location. Any provision within this Service Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.**

### Connecticut

The following disclosure statement is added to this **Service Contract**: In the event of a dispute with the **Us** or the **Administrator**, **You** may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the **Covered Equipment**, the cost of repair of the **Equipment** and a copy of the **Contract**.

The Cancellation section is amended to include: This **Service Contract** may be canceled by **You** if the **Covered Equipment** under this **Contract** is returned, sold, lost, stolen or destroyed.

### Florida

The Service Contract Reimbursement Insurance Policy section is deleted and replaced with the following: This is not an insurance policy; it is a **Service Contract**.

The following disclosure statement is added to this **Service Contract**: The rates charged to **You** for this **Contract** are not subject to regulation by the Florida Office of Insurance Regulation.

### Georgia

The following disclosure statement is added to this **Service Contract**: This **Contract** will be interpreted and enforced according to the laws of the state of Georgia.

The Cancellation Your Right To Cancel section is amended to include: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the cancellation of the **Service Contract**.

The Cancellation Our Right To Cancel section is amended as follows: The **Provider** may only cancel this **Service Contract** for fraud by **You**, material misrepresentation by **You**, or nonpayment by **You**.

### Idaho

The Service Contract Reimbursement Insurance Policy section is deleted and replaced with the following: This is not an insurance policy; it is a **Service Contract**. **We** have obtained a service contract reimbursement insurance policy to insure **Our** performance under this **Contract**. Should **We** fail to pay any **Claim** or fail to **Replace** the **Covered Equipment** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event **You** cancel this **Contract** and **We** fail to refund any unearned portion of the **Contract** price,

**You** are entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.

#### **Illinois**

The following disclosure statements are added to this **Service Contract: Covered Equipment** must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this **Contract**.

#### **Indiana**

The following disclosure statement is added to this **Service Contract**: This **Contract** is not insurance and is not subject to Indiana insurance law.

#### **New Hampshire**

The following disclosure statement is added to this **Service Contract**: In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261.

The Cancellation section of this **Contract** is amended to include: In no event will the amount of any Claims paid or payable be deducted from any cancellation refund.

#### **New York**

The Cancellation section of this **Contract** is amended to include: A ten percent (10%) penalty per month shall be added to any refund that is not made within thirty (30) days of return of the **Contract** to the **Provider**. The provisions of this subsection only apply to the original purchaser of this **Contract**.

#### **Oregon**

The How To File A Claim section is amended to include: If **You** need to file a claim under this **Service Contract**, please have **Your** model and serial number readily available and call the **Administrator** via telephone at 1-800-482-2600. If outside of normal business hours, please leave a voicemail to start **Your** claim process and **We** will contact **You** during normal business hours (M-F 7am-9pm EST).

The General Provision section is amended as follows: Letter E is deleted in its entirety.

#### **Utah**

The following disclosure statements are added to this **Service Contract**: This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association.

The How To File A Claim section is amended to include: If **You** need to file a claim under this **Service Contract**, please have **Your** model and serial number readily available and call the **Administrator** via telephone at 1-800-482-2600. If outside of normal business hours, please leave a voicemail to start **Your** claim process and **We** will contact **You** during normal business hours (M-F 7am-9pm EST).

#### **Washington**

The Service Contract Reimbursement Insurance Policy section is deleted and replaced with the following: This is not an insurance policy; it is a **Service Contract**. **We** have obtained a service contract reimbursement insurance policy to insure **Our** performance under this **Contract**. Should **We** fail to pay any **Claim** or fail to **Replace** the **Covered Equipment** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event **You** cancel this **Contract** and **We** fail to refund any unearned portion of the **Contract** price, **You** are entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.