

CONGRATULATIONS for deciding to protect your investment in your new electronic with:

Excelsior® Guardian Angel



4 year Préférence Service Plan



Excelsior® Guardian Angel



2 year Préférence Service Plan

Invoice #: _____

Date: _____

Customer Service : 1-800-661-7313 service@phoenixamd.com

TERMS AND CONDITIONS

Excelsior® Préférence Electronic Media Service Plan

SOS WARRANTY SERVICES INC. commits to the owner of this new electronic unit*, as identified on the corresponding invoice, that it will provide the coverage as outlined on the Service Plan Menu and in these terms and conditions, based on the term of the Excelsior® Préférence Electronic Media Service Plan purchased.

* For normal residential use only

- 1) **WHAT IS COVERED:** In consideration of payment of the service plan price and the coverage term purchased by the plan owner, should the electronic unit covered by this Excelsior® Préférence Electronic Media Service Plan, as identified in the corresponding invoice, become inoperable due to a defect in material or workmanship, SOS WARRANTY SERVICES INC. agrees with the plan owner to either repair or replace the unit or any part(s) of the unit with a similar or comparable unit or part(s) during the term of the selected plan and subject to the terms and conditions set out herewith. The amount payable for the repair(s) or replacement will not exceed the original purchase price of the covered electronic unit. The coverage for the Excelsior® Préférence Electronic Media Service Plan is for parts and labour, except in cases where the electronic unit or its parts are still under the manufacturer's warranty.

Service must be necessitated by product failure during normal usage. It shall be at the sole option of SOS WARRANTY SERVICES INC. whether parts will be replaced as opposed to being repaired. To be eligible for coverage under this plan, the covered electronic unit must be purchased "new" and be covered by an original manufacturer's warranty of at least 90 days. To qualify for service, the owner of this service plan must provide the original invoice for the electronic unit, which indicates the service plan number.

The total combined coverage period of this plan and the original manufacturer's warranty shall not exceed the period specified under the selected plan. In the case where the manufacturer's warranty is less than one (1) year, the total service plan term will be for the period specified under the selected plan, less the manufacturer's warranty period. The service plan period on remote controls is limited to one (1) year for the Préférence 2 year service plan and four (4) years for the Préférence 4 year service plan against defects in quality of materials or workmanship and does not cover misuse or preventable damage.

Service will be provided under this plan at an authorized service center designated by SOS WARRANTY SERVICES INC.. All products to be serviced must be delivered to and picked up from, at the owner's expense, the designated service center unless in-home service is specified. Parts, at SOS WARRANTY SERVICES INC.'s discretion, may be replaced with new, refurbished, or non-original manufacturer's parts of like kind and quality that perform to the factory specifications of the product. Service at authorized service centers will be provided during normal business hours.

In the event that the plan owner requires in-home service and the plan owner fails to keep an in-home service appointment, the plan owner will be responsible for paying the cost of the service call based on the prevailing rate within the industry at the time of the service request. Television sets 27" or larger and other similarly large electronic units shall receive in-home service under this plan. In the case of in-home service, the plan owner must provide a safe, non-threatening environment, as determined solely by the authorized technician, in order to receive service.

SOS WARRANTY SERVICES INC. cannot be held responsible should the original manufacturer cease operations and/or parts become unavailable. In such cases, SOS WARRANTY SERVICES INC.'s sole liability will be to make available a comparable feature product of current production, based on the terms and conditions of the type of coverage purchased by the original plan owner.

- 2) **NO LEMON CLAUSE:** Under the Excelsior® Préférence Electronic Media Service Plan, if the same unit or any part(s) of the unit has had three (3) service repairs and requires service for a fourth time, as determined by an authorized service technician, SOS WARRANTY SERVICES INC. will replace the unit with a similar or comparable unit.
- 3) **TRANSFERABLE:** This plan is transferable from owner to owner without charge by phoning 1-800-661-7313, with the exception of tablet computers. To qualify for service, the new owner must provide the original invoice for the electronic unit, which indicates the service plan number.
- 4) **RENEWAL:** This service plan may be renewable before it reaches its expiration date. If applicable, the plan price quoted will reflect the age of the product and the current service costs at the time of the renewal. The plan owner agrees to allow SOS WARRANTY SERVICES INC. to provide their name and address to a third party for the purpose of offering to renew or extend the plan.
- 5) **LIMIT OF LIABILITY:** ONCE THE ORIGINAL ELECTRONIC UNIT COVERED BY THIS SERVICE PLAN HAS BEEN REPLACED OR INCURRED REPAIR EXPENSES EQUAL TO THE ORIGINAL PURCHASE PRICE, AS A RESULT OF CLAIMS AGAINST THIS SERVICE PLAN, THIS PRESENT SERVICE PLAN WILL BE DEEMED AS HAVING FULFILLED ITS OBLIGATIONS. THE PRESENT SERVICE PLAN APPLIES TO THE ORIGINAL ITEM PURCHASED. The maximum liability of the plan will be for "parts and labour coverage" and no more than the original purchase price of the original electronic unit as per the corresponding invoice. In the event of replacement, the owner may be given the option to purchase a new service plan for the replaced item. SOS WARRANTY SERVICES INC. is not responsible for any personal items left in the electronic unit to be repaired.
- 6) **GENERAL EXCLUSIONS:** The following are specifically excluded from coverage under the terms of this Excelsior® Préférence Electronic Media Service Plan :
- a) Loss or damage resulting from the failure to perform manufacturer recommended maintenance. The plan owner shall perform all maintenance recommended by the manufacturer to maintain the product in operating condition. Items and/or parts that remain subject to manufacturer's warranty are not covered by this plan and are the sole responsibility of the plan owner and the original manufacturer. If a request for service is made, and the unit and/or its parts are still under a manufacturer's warranty, the plan owner is responsible for paying the cost of the service call based on the prevailing rates within the industry at the time of the service call, including, but not limited to, any charges for parts, labour and mileage expenses incurred if applicable.
 - b) Loss or damage resulting from the product being used for purposes other than those it was designed for. This plan applies only to the operation of the specified product for the purpose and under conditions for which it was designed.
 - c) Loss or damage due to rusting of any surface or components.
 - d) Loss or damage resulting from misuse, mishandling or abuse, including but not limited to, accidental or intentional physical damage, spilled liquids, or use of cleaning products or other products not recommended by the manufacturer.
 - e) Loss or damage resulting from external causes such as, but not limited to, defective or inadequate wiring, outages as a result of public utility company action or inaction, fire, flood, windstorm, hail, lightning, earthquake, theft, or connection to other products not recommended for interconnection by the manufacturer of the product covered under this service plan.
 - f) Any damage caused by or subsequent to scratches, dents, chipping, cigarette burns, discolouring / yellowing / fading, deterioration of appearance, general soiling, stains, damage due to poor maintenance, animal damage, fraud, abuse, hostilities, confiscation by authorities, risk or contraband, illegal activities, normal wear and tear, radioactive contamination, insect infestation, inherent defect, consequential damage, bodily injury or property damage to third parties, punitive damage and legal fees, and any exclusions as stated in the product(s) manufacturer's warranty terms and conditions.
 - g) Loss or damage due to breakage of non-mechanical components that do not prevent the mechanical operation of the unit. These components may be, but are not limited to, trim, hinges, knobs, handles, door liners, shelving, and drawers and include scratching, cracking, splitting, and warping or buckling of cabinets or enclosures.
 - h) Repair, replacement, or cleaning of light bulbs, fuses, filters, shelving, drawers, batteries, cables, or any add-on devices or peripherals. Nothing herein shall obligate SOS WARRANTY SERVICES INC. to repair or replace parts normally designed to be replaced periodically by the plan owner during the life of the product.
 - i) Repair, replacement and labour charges which are covered under any other existing warranty, contract or insurance policy.
 - j) Equipment used in professional, commercial, or business applications, or for public rental or communal use in multi-family housing. This plan covers equipment purchased for home or personal use only.
 - k) All software and data recovery are not covered by this plan.
 - l) Glass cleaning is not covered by this plan.
 - m) Consequential damages or loss of use resulting from the failure of the product or from SOS WARRANTY SERVICES INC.'s inability or delay to make the necessary repairs.
 - n) Work performed by an unauthorized person.
 - o) Weekend or weeknight service is not provided.
 - p) Pair and set clause: In case of loss or damage to any consumer product(s) which are part of a pair or set, the measure of loss or damage to the product shall be a reasonable and fair proportion of the value of the set, but in no event shall the loss or damage be construed to mean total loss of the set or pair.
 - q) Controllers for gaming consoles are not covered.
- 7) **"NO FAULT FOUND":** In the event that the plan owner requests a service call and that a) the authorized technician finds that the electronic unit or its parts are still under the manufacturer's warranty or b) if the technician finds no problem with the electronic unit or its parts or c) the technician determines that the problem found with the electronic unit or its parts is not covered under the terms and conditions of this service plan, the plan owner will be responsible for paying the cost of the service call based on the prevailing rate within the industry at the time of the service request including, but not limited to, any charges for parts, labour and mileage expenses incurred if applicable.
- 8) **REIMBURSEMENT OF MONIES:** IN THE EVENT THAT THE PLAN OWNER REFUSES TO PAY ANY MONIES OWED TO SOS WARRANTY SERVICES INC. OR THE TECHNICIAN DISPATCHED BASED ON THE TERMS AND CONDITIONS SET OUT HEREWITH, THE PRESENT SERVICE PLAN WILL BE TERMINATED, WITHOUT ANY REIMBURSEMENT TO THE PLAN OWNER.
- 9) **RESPONSIBILITY OF PLAN OWNER:** The purchaser of the electronic unit covered by this service plan is entirely responsible for (1) operating the electronic unit in accordance with the manufacturer's instructions, (2) performing routine maintenance as recommended by the manufacturer, and (3) performing all necessary servicing and repairs not covered by this service plan. FAILURE TO COMPLY WITH THESE CONDITIONS WILL VOID COVERAGE. The owner shall reasonably cooperate with SOS WARRANTY SERVICES INC. in their efforts to perform their obligations under this agreement.
- 10) **LEGAL SUBROGATION IN CASE OF REPLACEMENT:** In the case where, for whatever reason, SOS WARRANTY SERVICES INC. was to replace the item purchased under this agreement, the owner agrees by this present agreement, to transfer the ownership of said item to SOS WARRANTY SERVICES INC. and agrees as well that SOS WARRANTY SERVICES INC. will be subrogated in all the rights of the original owner.
- 11) **ENTIRE AGREEMENT:** These terms and conditions set forth the entire agreement between the parties and any representation, promise or condition, whether oral or written, not contained herein, shall not be binding upon the parties.

Procedure to obtain service: Call the "Customer Service" phone number printed below. Unauthorized repairs may void this agreement. You may be directed to a factory authorized service center If repairs are denied under the terms and conditions of this plan, the plan holder will be responsible for all costs that are incurred. The plan owner may be asked to return the damage goods at their own expense.