

TERMS & CONDITIONS

Throughout this Performance Service Plan ("Plan") the words "we," "us" and "our" refers to AIG WarrantyGuard, Inc. ("AIGWG"), the Obligor and Administrator of this Plan. AIGWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606-6613, (800)250-3819. In Florida, the company obligated under the Plan is New Hampshire Insurance Company, whose address is 175 Water Street, 20th Floor, New York, New York 10038, telephone (800)250-3819. "Magnolia" refers to Magnolia Audio Video, Inc. The words "you" and "your" refer to the purchaser of this Plan.

This Plan and the sales receipt constitute the entire agreement between you and us. This Plan is not an insurance policy. The Plan is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Service and Coverage: If in Western Washington, call 1-877-643-9682 to arrange in-home service on TVs 25" and larger. If outside of Western Washington, contact your local store or call 1-877-643-9682. All other Plan repairs, including those on peripherals (scanners, printers) will be performed on a carry-in basis only and must be arranged through a Magnolia store or authorized service center. We may include a fault diagnosis during this call to clarify the problem prior to scheduling any in-home service. If you have purchased a CPU on-site package and the fault diagnosis proves the problem is related to the monitor or other peripheral such as a keyboard or mouse, then a replacement may be mailed to you for self installation. All preventive maintenance (cleanings, etc.) on applicable products will be handled on a carry-in basis only, with the exception of projection TVs as service for these products will be performed at the location of the product. Repairs or replacements will be performed at our discretion by a Magnolia service center or an authorized third party service provider. You may be required to ship your product for repair at our cost.

Some products may need to be removed from the home to be repaired. You must provide a safe, nonthreatening environment for our technicians to receive service. We are not responsible for personal items left, stored or saved on or in the product to be repaired. Products, including those within the original manufacturer's warranty period, may be replaced with a new or rebuilt comparable product that meets the manufacturer's specifications of the original product, or we will issue you a gift card or voucher at our discretion. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product at our discretion. In some situations, we may require you to secure your replacement product with a credit card number until we receive the defective product from you. If we do not receive your defective product, your credit card may be charged the value of the replacement.

Availability of Services: While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, parts availability, shipping to a regional service facility or Acts of God. Televisions will need to be accessible for service purposes. You will be responsible for uninstalling and reinstalling any mounted TV.

- All Plan coverage commences on the original product purchase date and will expire on the date notated on your brochure.
- Coverage under this Plan expires two (2), three (3), or four (4) years from the original product purchase date as stated on your purchase receipt.
- This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty.
- After the manufacturer's warranty expires, this Plan continues to provide the manufacturer's benefits, as well as certain additional benefits listed within the Plan's Terms and Conditions.
- This Plan covers manufacturer's defects in materials and workmanship that are the result of normal usage.
- Products, including those within the original manufacturer's warranty period, may be repaired or replaced with a comparable product, or we will issue a voucher for the product value price at our discretion.
- This Plan provides complete power surge protection from the date of purchase on the product covered.
- This Plan provides coverage on a carry-in basis for remote control repairs not due to loss or abuse.
- This Plan provides coverage for one (1) bulb repair or replacement on DLP, projection LCD televisions, and front projectors during the term of the plan.
- This Plan includes preventative maintenance checks on projection, DLP and projection LCD televisions.
- This Plan provides pixel repair based upon the manufacturer's guidelines.
- This Plan provides coverage for product failures due to dust, internal heat, internal humidity and normal wear and tear.

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- We are not responsible for personal items left in the product to be repaired.
- International coverage is available on a limited basis. For details call 1-877-643-9682.
- This Plan is fulfilled when products are replaced after the expiration of the manufacturer's warranty Preventive Maintenance Checks: this Plan includes cleanings and/or alignments limited to the following products: projection TVs, CD players, CD changers, TV/VCR combinations, recordable CD players, cassette decks, and DVD players. These maintenance checks are recommended, but not limited to, once (1) a year. All preventive maintenance checks will be performed on a carry-in basis. Product Specific Benefits for Audio Electronics:
 - This Plan provides complete head coverage for cassette decks and complete laser coverage for CD players and home recordable CD players included in covered home.
 - Plans for home speakers include four (4) additional years of protection beyond the original manufacturer's warranty (parts and labor).
 - Blown speaker components not due to intentional abuse or misuse are covered on home and car stereo speakers purchased with this Plan. (Intentional abuse or misuse will be determined at our discretion.)
 - This Plan provides for one (1) bulb replacement on desktop projectors during the term of the Plan.

Purchaser Records: You must have this validated Plan and all original receipts to receive any product replacements, exchanges or voucher credits.

No Lemon Policy: After three (3) service repairs have been completed on an individual product and that individual product requires a fourth (4) repair, as determined by us, we will replace it with a product of comparable performance of like kind and quality, not to exceed the current value of the product. Replacement products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product. For clearance, open-box and other products originally purchased at a discount, we reserve the right to issue a voucher for the current product value. The original product and purchase receipts must be returned to Magnolia along with authorized service repair receipts from three (3) separate completed service repairs to qualify. One (1) service request number, requiring functional part(s) repair/replacement is the equivalent of one (1) repair. Keep your service receipts. Copies of service receipts cannot be provided by us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs/replacements, speakers, bulb repair or replacement, nonconsumable parts, computer software-related problems and repairs done outside the U.S.A. are not considered repairs for the purposes of the No Lemon Policy. This benefit does not apply to Renewal Magnolia Protection Plan.

- General Exclusions:** This Plan does not cover repairs caused by accidental damage, intentional physical damage, condensation, fire, viruses, loss of or damage to stored data, or computer hardware that is added after the original purchase, spilled liquids, insect infestation, rodents, terrorism, misuse, abuse, altered or missing serial numbers, rust or damage caused by nonauthorized repair personnel. Also not covered are replacement costs for lost or consumable parts (knobs, buttons, bags, belts, controllers, headphones, earbuds, batteries, etc.), cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs.
- This Plan is not available or valid on products used for: commercial purposes (multi-user organizations), public rental, or communal use in multifamily housing. Use of a product for these purposes will void this Plan, unless noted specifically as a commercial Plan on the original purchase receipt.
 - This Plan does not cover loss of any information or data that fails on a product. It is your responsibility to back up data stored on any media, including, but not limited to, computer drives, Discs, CDs, DVDs, memory cards/sticks and video cassettes.
 - This Plan excludes products that are not listed on this Plan, including products attached to the covered product.
 - This Plan does not cover consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort.
 - This Plan does not cover any fees related to third party contracts; "no problem found" diagnosis; Failures that occurred prior to the purchase of this Plan; Cracked or physically damaged screens; Cleanings and alignments unless otherwise noted; Loss and/or theft; "Acts of God"; Consumable Batteries, unless expressly provided for herein.
 - This Plan does not cover any failures, or parts and/or labor cost incurred as a result of a manufacturer's recall. Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

Plan Fulfillment: This Plan is fulfilled 1) when a product is replaced after the expiration of the manufacturer's warranty, 2) when a product is replaced during the manufacturer's warranty due to damage that is covered under this Plan, but not the manufacturer's warranty, or 3) as per the Limits of Liability Section set forth herein.

Limits of Liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement, or (4) the price of a comparable product. The total liability under this Plan is the current value of the product you purchased. In the event that the total of all authorized repairs exceeds the product value of the product or we replace the product, we shall have satisfied all obligations owed under the Plan.

No Deductibles: There are no deductibles under this Plan.

Transferable: This Plan is transferable to another owner for the product identified by the serial number on this validated Plan. There are no restrictions provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts, must be transferred to the new owner. Call 1-877-643-9682 or visit your nearest Magnolia store.

International: To start the claims process under this plan outside the United States of America or Canada, call Country Code + 800-556-56565. This number will not work if dialed in the U.S.A. or Canada. International coverage does not provide for in-home/on-site service or preventative maintenance checks.

No cancellation fee applies to this Plan.

Cancellation: This Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to, commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by sending to us notice of cancellation: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

Mail cancellation request along with this document and all original receipts to:
AIGWG
Magnolia Protection Plan
6305 S 231st Street
Kent, WA 98032

If you reside in any of the following states: OR, WA, this Plan is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company. If you reside in California: National Electronics Warranty Corporation ("NEW") is the administrator. NEW can be contacted at: P.O. Box 1543, Ashburn, Virginia, 20146-1543. If you reside in Washington: you may apply directly to the insurance company. Throughout this Magnolia Protection Plan ("Plan") the words "we," "us" and "our" refer to AIG WarrantyGuard, Inc. ("AIGWG"), the Obligor of the Plan. "Magnolia" refers to Magnolia Audio Video Inc. "you" and "your" refer to the purchaser of this Plan.



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