

**Service Contract Administrator/Obligor:**

Wine Enthusiast Companies  
200 Summit Lake Drive, 4th Floor  
Valhalla, NY 10595  
Telephone: 800.648.6058

**CONGRATULATIONS**

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a Wine Enthusiast Protection Plan. This Plan is an agreement between you the purchaser and Wine Enthusiast Companies.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Administrator, Wine Enthusiast will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

**PRODUCT ELIGIBILITY**

This Plan covers products purchased as new or factory refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to normal wear and tear or a defect in either materials or workmanship, or unless otherwise stated in the Exclusions from Coverage section of this document. There is no deductible under this Plan.

**COVERAGES**

This Plan is based upon the term of coverage, product description and retail price limitations shown on your order confirmation email. This Plan will furnish replacement parts and/or labor necessary to restore your covered product to standard manufacturer's operating condition. If service is required because of a product failure during normal usage, the Administrator has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any single repair to your covered product or its replacement is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty of up to 1 year and the retailer has the option to offer an additional extended service contract on the replacement product. If the covered product is not repairable and a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides product support or all parts sources have been exhausted during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a merchandise coupon for the value of the purchase price paid by you for the Plan less claims paid, if any. Replacement products may be new or rebuilt products. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product at your expense prior to receiving reimbursement or a replacement product. The Administrator owns all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.

**SPECIAL FEATURES**

**No Lemon Guarantee** – If we have completed two service repairs for the same problem on an individual product or component, which first began after the manufacturer's warranty term had expired, and if the product or component requires a third repair for the identical problem as determined by us, we reserve the right to replace the product with one of like kind and quality, not to exceed the original retail purchase price excluding shipping, handling, and taxes. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends. Preventative

maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this Replacement Guarantee.

### **SERVICE LOCATION**

**On-site:** If your product needs repair, call 800.648.6058 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 25-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 25-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

### **IF YOUR PRODUCT NEEDS REPAIR**

If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call 800.648.6058 to obtain authorization prior to having repairs made. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.

- Do not return the covered product to Wine Enthusiast unless instructed to do so.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

### **EXCLUSIONS FROM COVERAGE**

**This Service Contract does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; battery failure or leakage; collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative**

parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, belts, drums, developer, or any other parts or materials which are designed to be consumed during the life of the covered product; loss of wine; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to product attachments not provided by the manufacturer or included in the original sale; failure to reset timer after a lamp replacement; or exploding or dimming lamps; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer); removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge unless covered as further defined in the Special Features section of this document; any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance.

Other exclusions include: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consequential damages or delay in rendering service under this contract, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts. If your covered product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a "no problem found" diagnosis from the manufacturer or a manufacturer-authorized repair source, then you are responsible for all repair costs including shipping costs and/or the cost of on-site service.

#### **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall Wine Enthusiast be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

**OUR RIGHT TO RECOVER PAYMENT** If you have a right to recover against another party for anything we have paid under the service contract, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.

#### **CANCELLATION**

This service contract provides a 30-day free look period from the purchase date of the service contract. You may cancel this service contract by informing Wine Enthusiast within 30 days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. The service contract is non-cancelable after 30 days from the date of contract purchase. **For those states that do not permit non-cancellation of your service contract, the law of that state shall apply to residents requesting cancellation.** If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

***These terms & conditions are available on our website at [WineEnthusiast.com/protectionplan](http://WineEnthusiast.com/protectionplan) or call 800.648.6058 to have a copy mailed to you.***