



Enhanced Warranty Terms and conditions

DEFINITIONS: "We", "Us", and "Our" indicate the issuing manufacturer, the company obligated under this warranty. "You" and "Your" indicates the purchaser of this warranty or the person to whom it was properly transferred. "SMTmax", provider of services under the warranty. "Warranty" indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire agreement. Rights under this warranty may vary from state to state.

TERM AND COVERAGE: The term of the one year warranty commences at the date of purchase of the eligible covered product(s) and is inclusive of the manufacturer's warranty.

IF YOU NEED SERVICE: Call 1-909-393-8700 and have Your invoice number available. Service will be available during working hours, 5 days a week. SMTmax may perform a telephone diagnosis of the product failure. If Your covered product is deemed defective, at the SMTmax's sole determination, You will be instructed as to the procedures for obtaining service applicable to your covered product. You may be asked to provide proof of purchase as a condition for receiving service under this warranty. YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS WARRANTY IN A SAFE PLACE.

WHAT IS COVERED: Subject to the terms and conditions of the warranty, service performed under the warranty shall consist of labor and parts necessary to restore your product to normal operating condition. The warranty provides coverage for the repair or replacement (as applicable) of the covered product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications. Your product must be readily accessible in order for service to be performed. The warranty provides coverage only for the product(s) listed on your sales receipt (invoice).

WARRANTY LIMITS OF LIABILITY; AGGREGATE LIMIT: The total payment(s) for all claims under this contract shall not exceed the actual cash value of the covered product or system in operating condition at the time of the claim excluding taxes.

REPLACEMENT OPTION: At the SMTmax's sole option, your covered product may be replaced with a new or reconditioned product of like kind and similar features. The price of the replacement product shall not exceed the retail purchase price of the original covered product. The Administrator's responsibility is to replace your product with a product of similar features, capacity and/or efficiency. SMTmax will not be responsible for product upgrades, matching brand or color or for any modifications or construction that may be necessary as a condition of service. If SMTmax elects to replace rather than repair your covered product and a replacement product as described above is not available, SMTmax will pay you a cash settlement. The cash settlement amount shall not exceed the actual cash value of the covered product in operating condition at the time of the claim excluding taxes. You may be required to return the original defective product to SMTmax at Your expense. Replacement of a covered product or payment of a cash settlement will fulfill this agreement in its entirety and will cancel and discharge further obligations under warranty, where allowed by law.

YOUR RESPONSIBILITIES UNDER THE WARRANTY: For the warranty to remain valid and active, You must maintain Your covered product in accordance with the requirements set forth by the manufacturer's specifications, including maintenance and cleaning. You must provide proper electrical requirements as specified by the manufacturer. You must assure full cooperation with SMTmax and authorized service provider during any telephone diagnosis and repair of the covered product including accessibility of the covered product.

WHAT IS NOT COVERED

- A. Any products with more than an original one year.

- B. Consumer replaceable items including but not limited to; light bulbs, fuses, replaceable fluids, hoses, belts, bags, ribbons, cartridges or any other parts or materials which are designed to be consumed during the life of the product.
- C. Failures of the following non-operational components such as but not limited to: Frame and panel frames, decorative finishing, door liners, glass, custom fronts for appliances, handles, knobs, masks, racks, rollers, shelves, software, media and cosmetic damage.
- D. Damage resulting from unauthorized repair; improper gas or water connections, or electrical wiring and connections; damage caused during delivery, improper installation, or setup; user facilitated minor adjustments and settings outlined in the product's owners manual; inaccessible products or parts; negligence, misuse or abuse.
- E. Failures due to corrosion, rust, dust, animal or insect damage; Acts of God such as fire, water, windstorm, sand, dirt, hail or earthquake; civil disorders; riot; nuclear accident; accidental physical damage by any external cause; malicious mischief; theft or vandalism.
- F. Your failure to follow the instructions described in the product's owner's manual, manufacturer's recommended maintenance procedures, requirements and misuse or abuse of the product.
- G. Any service request, which results in customer education or no problem found diagnosis.
- H. Failure, inoperability, or disruption of any product or product functions due to any manufacturer recall.
- I. Products used for commercial purposes, public usage, rental, or communal use, Use of a product for these purposes or in these settings will void this Service Contract.
- J. Conditions, which existed prior to your purchase and delivery of the product or the warranty. Special, indirect, incremental, or consequential damages; loss of use.
- K. Any service request or situation which may pose a health risk to the Administrator's technicians or service providers, including but not limited to insect infestation, mold, or fungus; whether or not such circumstances were a result of a covered failure.
- L. Any cost associated with tearing apart walls, cabinetry, etc. to access wiring, components, etc. associated with custom installations of major appliances.
- M. Loss or damage to stored data, loss or damage due to computer viruses and computer hardware or software that is added after the original purchase date as indicated on your sales receipt.
- N. IN NO EVENT SHALL THE ADMINISTRATOR, OR OBLIGOR OF THIS WARRANTY OR THE RETAILER FROM WHOM YOU PURCHASED THE SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE, LOSS OF DATA, OR LOSS OF USE DURING THE REPAIR PERIOD OF THE PRODUCT (S) OR WHILE OTHERWISE AWAITING PARTS.

REPLACEMENT PARTS: In connection with the repair service for a covered product as provided under this warranty, the authorized service provider or its designee, at its sole discretion, may use replacement parts which are new or rebuilt parts that perform to the factory operational specifications of the product. The use of non-original manufacturer parts is permitted under the warranty.

REPEAT SERVICE: If your covered product should require service more than once within a sixty (60) day period, the service must be performed by the original authorized service provider.

AVAILABILITY OF SERVICE AND DELAYS: Service will normally be available during the normal work hours and workdays of the authorized service providers. SMTmax will make a reasonable effort to provide timely service or repair of your product, however SMTmax cannot be held liable for service delays beyond the SMTmax's control or any damages that may arise out of delays including but not limited to consequential damages. In the event that your service is delayed more than ten (10) business days, the expiration date of your warranty will be extended by the repair time in excess of ten (10) days. In the case of an emergency outside normal working hours, reasonable efforts will be made to expedite service for those situations