

Extended Warranty and Service Agreement - Terms and Conditions

Agreement Number: _____

Decorelex Appliances Inc. Henceforth referred to as "Decorelex" or "decorex", products are covered by a one year Warranty and Service Agreement (the "Limited Warranty and Service Agreement"). An Optional Extended Warranty and Service Agreement (the "Extended Warranty and Service Agreement") is available to purchase and provides coverage for your Decorelex products for an additional 3 years.

In addition, under the Extended Warranty and Service Agreement, Decorelex agrees to provide parts and labor necessary to repair the Decorelex product listed in Schedule A (if applicable): Covered Equipment, and to restore it to proper operating order, upon the following terms and conditions.

I. Purchase and Term of Agreement

Extended Warranty and Service Agreement coverage may be contracted for in a single Agreement or in a series of Agreements. In any event, each Extended Warranty and Service Agreement must be purchased prior to the expiration of a previous Warranty term.

The term of an Agreement shall not begin until the day following the expiration of the existing Limited Warranty and Service Agreement or Extended Warranty and Service Agreement term. The beginning date and ending date are specified in Schedule B: Term.

All charges for coverage shall be due and payable as of the date of initial purchase of the covered product and are non-refundable once paid. A 20% late fee applies to payments made after previous coverage has expired. Charges are specified in Schedule C: Fees. The cost of this Extended Warranty and Service Agreement is \$199.99 Canadian Dollars. Extended Warranty and Service Agreement gives you the needed amount as determined by Decorelex of telephone and /or email support per year.

II. Services Provided

Decorex will provide extensive documentation, but cannot promise that it will cover every eventuality. Decorex or a Decorex authorized service will deliver the product as is, with no promises of adding further functionality.

In order to assist our customers with the repair/replacement and/or parts and labor we will request proof of purchase, purchase date and any other requested documents, be provided by the customer in a timely manner.

Decorex Expect our customers to be familiar with, and able to operate, their specific Product.

Decorex or a Decorex authorized service will provide on site assistance or phone, email or all of the above assistance. We expect the customer to have obtained accurate information about their product and about their installation needs/issues prior to contacting us about configuration/start-up/installation assistance.

Except as otherwise set forth in this Agreement, Decorex agrees to provide the maintenance and repair required as a result of defects in materials or

workmanship, including all parts and labor, that Decorelex deems necessary and appropriate to restore failed covered parts/products to proper working condition. You may obtain support during Decorelex normal business hours: 9 a.m. to 8 p.m. Pacific Time, Monday through Friday, holidays excluded. Decorelex agrees to have a qualified technician look at your problem as soon as possible, but in no way guarantees the pace and availability of the service needed.

Decorelex also agrees to provide you, upon request, with an updated copy of each software and hardware user manual update, which it may publish during the term of the Agreement.

III. Services Excluded Coverage under this Agreement will not include:

- Management of the customer's relationship with the technician or any third party. It is up to the customer to obtain from the necessary sources the necessary configuration and installation parameters, Hardware (other than our product and included parts, if applicable).
- Assistance in setting up hardware or in configuring your product. Troubleshooting (other than an authorized visit and/or correspondence deemed necessary by Decorelex) of the purchased product.
- Product inspection and testing by Decorelex or a Decorelex authorized service resulting in "no trouble, issue or need for repair or replacement found". Decorelex will charge you a fee as specified in Schedule C for any such occurrence.
- Repair, maintenance, and adjustment to the Covered Product required for reasons of neglect, misuse, accident, modification without Decorelex' prior written approval, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of G-D.
- Service necessary to modify the Covered Product so that it may be used with computers.
- Service necessary to comply with requirements or regulations of any government body or agency arising after the date on which the Covered Product was purchased; or if the serial number of the Product has been tampered with or removed.

IV. Obtaining Service

In order to obtain service, call the company identified in Schedule D (the "Service Provider"). Inform the Service Provider of your Extended Warranty and Service Agreement Number. Service Provider or a Service Provider authorized service will confirm your address and issue the necessary service or replacement, as deemed appropriate by Decorelex, to you in a timely manner as deemed appropriate by Decorelex. Send the Covered Board to the Service Provider using materials shipped to you with the original packaging or the replacement packaging.

Decorelex may choose to repair the Covered Product or to simply replace it. If repair is chosen, (if applicable) the Covered Product will be shipped to you once repair has occurred. Upon receipt of the repaired Covered Product, you will return the replacement Product (if applicable) to the Service Provider.

V. Limitation of Liability

Decorelex may permanently replace the Covered Product in whole or in part with comparable equipment and may use remanufactured and refurbished parts and modules in performing service. Replacement parts and modules shall become your property; the replaced parts shall become the property of Decorelex. Decorelex shall have no obligation to return replaced parts.

Decorelex' maximum liability under this Agreement shall be limited to the replacement of the Covered Product with comparable equipment.

This is a service contract. Decorelex shall have no liability or responsibility to you or any other person or entity with respect to any liability, loss, or damage caused directly or indirectly by Decorelex equipment or services sold or provided by Decorelex, Decorelex replacement parts or units, or services provided by Decorelex or a Decorelex authorized service including but not limited to any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the equipment. In no event shall Decorelex be liable for loss of profits or any indirect, special or consequential damages arising out of any breach of this Agreement.

VI. General

You may not transfer this Agreement along with your Covered Product to a new owner, person or entity. Decorelex may subcontract performance of its obligations under this Agreement to third parties, but shall not be relieved of its responsibilities thereby.

The terms and conditions of this Agreement shall prevail over any conflicting, additional, or other terms of any purchase order or other document you submit.

This Agreement is governed by the laws of the Province of British Columbia, Canada and the Laws of Canada.

Any issue, dispute, disagreement or other form of conflicted action shall be handled with legal action under the Justice and Courts Of British Columbia or other select Courts of Canada as chosen by Decorelex Appliances Inc. "Decorelex".

I have read, understand and agree to the Extended Warranty and Service Agreement terms and conditions as specified herein:

Name: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Accepted by Service Provider: _____

Accepted by Decorelex: _____

Schedule A: Covered Equipment

Decorelex Product serial number _____

Location of Equipment: _____

Schedule B: Term

Beginning date: _____

Ending date: _____

Schedule C: Fees

Fee: 199.99 Canadian Dollars

No Trouble Found Fee: \$199.99 Canadian Dollars

Schedule D: Service Provider

Company: Decorelex Appliances Inc.

Address: 2235 W 20th Ave, Vancouver, BC V6L 1G2, Canada

Phone: 604-373-3304