



**100% Value Back
Product Protection**

No warranty claim? GET FULL VALUE BACK!

APPLIANCE AND ELECTRONICS COVERAGE

SERVICE AGREEMENT

The Brick Group LP ("The Brick")
APPLIANCE AND ELECTRONICS SERVICE AGREEMENT
TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSIONS



TRANS GLOBAL WARRANTY CORP.

For residents of Québec only: **NOTICE CONCERNING THE LEGAL WARRANTY**

The Consumer Protection Act gives a warranty on all goods you purchase or lease: they must be usable for normal use for a reasonable length of time.

The merchant is required to read you the above text

The Consumer Protection Act gives a warranty on all goods you purchase or lease from a merchant. The goods must be usable:

- for the purposes for which they are ordinarily used (section 37 of the Act) and
- in normal use for a reasonable length of time, which may vary according to the price paid, the terms of the contract and the conditions of (section 38 of the Act).

For more information on this legal warranty, go to the website of the Office de la protection du consommateur at www.opc.gouv.qc.ca

This Certificate contains all terms and conditions ("Terms"), limitations and exclusions ("Limitations and Exclusions") of The Brick's Full Circle Protection Plan(s) ("Plan") purchased and paid for as shown on your original invoice ("Invoice"), and is to be read together with your Invoice evidencing the merchandise (whether one or more pieces of merchandise, "Product") and the appropriate Plan purchased. "You" or "your" refers to the customer(s) named on the Invoice. IMPORTANT: Carefully review this Certificate with your Invoice and keep them secure, as both documents must be presented upon request for service to the Product.

FULL CIRCLE - VALUE BACK EXTENDED WARRANTY

By purchasing The Brick's Full Circle Protection Plan, you will be entitled to a credit at any Brick or affiliated store in an amount equal to the price paid (less taxes) (the "Credit") for the Plan you purchased if no claims have been made under your Plan. The Credit may be redeemed at any Brick or affiliated store towards your next furniture or mattress purchase and/or related accessories within 90 days after the date your Plan expires. The Credit redemption is available only after expiration of the claims free warranty period of the Plan, and has no cash value and cannot be applied to previous purchases. Any unredeemed Credit amounts will be forfeited without notice. Only one Credit may be redeemed per item purchased and may not be combined with any other Full Circle Protection Plan Credit.

COMPREHENSIVE PROTECTION

By you purchasing and paying for the Plan, Trans Global Warranty Corp. ("TGW"), on and subject to the Terms and the Limitations and Exclusions set out in this Certificate, represents that materials and workmanship incorporated into the Product is free of defects such that the Product shall not fail, as a result of defects in materials or workmanship and will perform under normal domestic or personal use within Canada during the protection period for your Product as set out in your Invoice (the "Protection Period").

REPAIR OR REPLACEMENT

If the Product fails to perform during the Protection Period under normal domestic or personal use within Canada as a result of defects in materials or workmanship only (subject to the Terms, Limitations and Exclusions set out in this Certificate), TGW will repair or replace, at its option, such defective Product, or any defective part(s) incorporated into the Product, without charge to you for parts and labour. Contact your nearest Brick service location to arrange for service during business hours.

PROTECTION PERIOD AND SERVICE COVERAGE

Coverage under this Plan starts on the original date the Product is delivered to you and stops at the end of the Protection Period. If for any reason TGW supplies a replacement Product under this Plan, the coverage under the Plan is then deemed to have been fully expended notwithstanding the Protection Period, and you must exercise your option to purchase a new Plan for the replacement product in order to secure coverage for it.

CANCELLATION WITHIN 30 DAYS OF PURCHASE

You may cancel this Plan and will receive a full refund of the purchase price you have paid for it, within 30 days of the purchase date indicated on your Invoice, you provide a written request for cancellation to the nearest Brick location. Each Plan so cancelled, and any Credit provided thereunder, shall be null and void effective the date of the request for cancellation is received.

LIMITATIONS AND EXCLUSIONS

The liability of TGW under this Plan is strictly limited to its obligations specified above under the heading "Repair or Replacement" and those specified elsewhere in this Certificate, including under the headings "Additional Replacement Obligation" and "Food Loss Protection". The liability for the Full Circle Credit is limited to the amount of any eligible and qualifying Credit in accordance with this Certificate and your Invoice. All obligations of TGW under this Plan are subject to and limited by the TERMS, LIMITATIONS AND EXCLUSIONS contained in this Certificate

The following are the Terms, Limitations and Exclusions applicable to each Full Circle Protection Plan: (see reverse)

1. Repair and Replacement Obligations Limited to Defects in Materials or Workmanship

The obligations of TGW under this Plan do not extend to malfunctions or unsatisfactory operation of or damage to the Product as a result of any cause whatsoever other than defects in material or workmanship, and do not cover repair or replacement services required as a result of any cause other than defects in material or workmanship, including but not limited to the following causes:

- normal wear and tear to the Product's cosmetic components (including but not limited to its cabinet or finish) and normal wear and tear to the Product's finish on knobs, oven racks or dishwasher racks;
- discoloration of the exterior and interior finish of the Product caused by normal, day-to-day usage including but not limited to food or hard water staining or the venting of oven exhaust;
- accident, misuse, abuse, or neglect;
- alteration or service to the Product by anyone other than TGW or its authorized service agent;
- unavailability of a normal transmission signal or any form of interference with the normal transmission signal, where the Product contains a radio or television receiver;
- loss or damage to the Product resulting from your failure to perform, or provide for, the manufacturer's recommended preventative maintenance;
- computer viruses;
- screen "burn-in" to a monitor, television, projection television or flat-panel television, 3D glasses;
- power surges, unless the Product is plugged into a power surge protection device. If this Plan is to cover damage caused by power surges, you must provide evidence that the Product was plugged into a power surge protection device at the time of the power surge. Notwithstanding the foregoing, under no circumstances does this Plan cover power spikes caused by lightning.

2. Product-Specific Limitations and Exclusions

If the Product is or incorporates a notebook computer screen, LCD monitor screen, LCD TV screen, LCD Projection TV, LCD Projector, Plasma TV screen, 3D TV's and/or Camcorder LCD screen and/or viewfinder or LED TV screen, this Plan provides for screen replacement based upon pixel failure standards and tolerances established by the manufacturer. The number and location of malfunctioning pixels will be considered in determining if a screen requires replacement under this Plan.

3. Plan Supplements any Manufacturer's Warranty

Manufacturer's then applicable warranty is primary and this Plan supplements any warranties or guarantees by the manufacturer of the Product. A portion of the Plan will overlap the manufacturer's original warranty period. You agree to assign any past, present or future manufacturer warranty claims during the protection period to TGW. Any repair, replacement, food loss protection or other obligation covered by any such manufacturer's warranty or guarantee is not covered by this Plan.

4. Conditions of Coverage

Coverage under this Plan ceases to apply to the Product if at any time:

- it is used for a purpose other than its designated purpose;
- it is not installed, assembled and operated in accordance with the manufacturer's, dealer's, user's or similar operating instructions or manuals;
- it is used in a professional, commercial or business activity or association, or other than for normal domestic or personal use;
- it is removed from Canada;
- any serial number on the Product has been altered, modified, tampered with or adjusted by any person other than the manufacturer of the Product, TGW or its authorized agent.

5. Accessories Excluded

This Plan does not cover the replacement or repair of any consumable used with the Product, including but not limited to: bulbs (including lamps used in optical units), lava rock, filters and ink. This Plan does not cover the replacement or repair of any connecting cable, software or any other add-on or plug-in device or accessory purchased with, used with or installed on the Product.

6. Service

A. "Carry-In" Service Coverage - Where the service coverage provided for under this Plan is specified in your Invoice as "Carry-In"

You are responsible for delivery of the Product to the nearest Brick location whenever service is required. TGW will not be responsible for:

- installation, cleaning or maintenance services
 - service outside of normal business hours; and
 - transportation, freight, handling, pick-up or delivery service or charges in connection with any service obligation hereunder or otherwise, unless preauthorized by TGW
- B. "In-Home" Service Coverage - Where the service coverage provided for under this Plan is specified in your Invoice as "In-Home", any necessary repair or replacement services will be provided in your home insofar as is practicable, as determined by TGW in its sole discretion. In the event that TGW determines that In-Home service is impracticable, TGW will arrange to have the Product shipped to a repair depot, in which case shipping costs will be covered under this Plan to a maximum of \$150.00 per repair or such greater amount as TGW, in its sole discretion, may allow on a case-by-case basis. In-Home service does not include:

- labour charges for after-hours, evening or weekend calls (other than those required to repair a refrigeration system failure in a refrigerator or freezer);
- the cost of service in a case where you fail to keep an appointment arranged with TGW; and
- the cost of service in a case where either no defect is found or TGW determines that the defect is due to a cause other than defects in material or workmanship covered hereunder.

C. Your Responsibility for Costs - You will be responsible to pay all costs (including any mileage charges), calculated using prevailing rates in the industry, associated with any services which are requested by you and provided by TGW (or its authorized agents) whenever TGW determines that:

- there is no defect in the Product;
- any defect in the Product was due to a cause other than defects in material or workmanship; or
- for any other reason, the requested service is not covered by the Terms of this Plan.

7. Exclusion of Liability for Consequential Costs and Damages

The liability of TGW under this Plan is strictly limited to its obligations to perform the services expressly provided for hereunder. TGW shall not be liable for any personal injury or death or any damage to real or personal property, however caused, nor for any special, incidental, consequential or similar loss or damage directly or indirectly caused by or relating to the Product, any components or parts of it, any replacement parts, components or Products, use of any of them, any services or repairs provided hereunder or any failure to provide such

services or repairs. If any Term of this Plan shall be held to be invalid for any reason and TGW becomes liable for loss or damage of a kind that would otherwise have been limited or excluded hereunder, such liability shall in no circumstance exceed the purchase price of the Product.

8. Circumstances Beyond the Control of TGW

TGW shall not be required to perform any of its obligations under this Plan and shall not be responsible for failing to do so if such obligations cannot be performed because of any circumstance(s) beyond the control of TGW, including but not limited to: unavailability of replacement parts, components or Products; non-existence of repair depot or unavailability of a service provider acceptable to TGW within reasonable proximity to you; strikes, lockouts or other labour disturbances; governmental order or restriction; war; act of terrorism; riot; looting; fire; flood; or act of God.

9. Cancellation Where Parts, Components or Repair Service Unavailable

In addition to the rights of TGW under paragraph 8 above, TGW may cancel this Plan, in accordance with paragraph 11 below, if, based solely upon its determination, TGW cannot reasonably perform any of its obligations hereunder because of the unavailability of any replacement part, component or Product or because of the non-existence of a repair depot or unavailability of a service provider acceptable to TGW within reasonable proximity to you.

10. Right of TGW to Review and Cancel

TGW reserves the right, at its sole discretion and for any reason whatsoever, to cancel this Plan, in accordance with paragraph 11 below, within 30 days of delivery of the Product to you.

11. Procedure on Cancellation by TGW

The right of TGW to cancel this Plan under paragraphs 9 or 10 shall be exercised by TGW by sending to you:

- written notice of cancellation of this Plan; and
 - a refund of the full amount of the charge paid by you in consideration for the Plan.
- From the date of receipt of such notice and refund under paragraph 12 below, this Plan shall be void conclusively and for all purposes, and thereafter TGW shall be fully relieved of and from all its obligations and liabilities hereunder.

12. Notices

The copy of this Plan delivered to you and any notice required to be delivered hereunder shall be deemed to have been received, if hand-delivered, on the day of actual delivery and, if forwarded by mail, postage prepaid, on the 5th business day after the date of mailing.

13. Non-renewal of Plans

You acknowledge and agree that no representations or warranties of any kind are made with respect to the renewal or any possibility of renewal of this Plan. Plan renewals may or may not be offered from time to time upon such terms and conditions as TGW, in its sole and unfettered discretion, deems appropriate. Contact your local Brick store within 6 months immediately preceding the expiration of this Plan to determine whether any renewal of it is available.

14. Certificate Contains Entire Agreement

This Certificate contains the entire agreement between you and TGW regarding the subject-matter of this Plan. No oral or written representation(s), side agreement(s), or warranty(ies) other than those set out in this Certificate apply to or modify this Plan. If you require clarification about any of the provisions contained in this Certificate, contact your nearest Brick location. This Certificate contains information which is accurate at the date of printing. Any of the Terms of coverage applicable to this Plan are subject to change from time to time. Please contact your nearest Brick location for details.

ADDITIONAL REPLACEMENT OBLIGATION

If, within the Additional Replacement Obligation Period (as hereinafter defined), the Product requires repairs more than 3 times and the product then requires a fourth repair as a result of actual defects in materials or workmanship of the Product's working components (excluding any cabinet, trim, knob, remote control, rechargeable battery, element, vacuum belt or consumable items such as bulbs, lamps used in optical units and fuses), at your request, TGW will instruct The Brick to exchange the Product at no charge. Should an identical model be unavailable for exchange TGW shall substitute a comparable Product with, similar features and functionality, though not necessarily of the same brand or at our sole discretion may issue a store credit for the current replacement value. The total replacement value shall not exceed the original purchase price. Replacement Products may have a lower selling price than the Product because of technological advances. TGW must receive your request within the Additional Replacement Obligation Period (as hereinafter defined) and in no event later than 10 days from the expiration thereof.

This Additional Replacement Obligation does not apply to Products that are sold "AS IS" and/or that have no manufacturer's warranty. If this Plan is for Premium Coverage and the Product is any type of computer hardware, notebook or home office device, the "Additional Replacement Obligation Period" is 1 year from the date of initial delivery of the Product to you; if this Plan is for Premium Coverage on any other type of Product, the "Additional Replacement Obligation Period" is 3 years from the date of initial delivery of the Product to you. If this Plan is for Value Coverage, the "Additional Replacement Obligation Period" is 1 year from the date of initial delivery of the Product to you. Your Invoice states whether this Plan is for Premium or Value Coverage.

FOOD LOSS PROTECTION

If the Product covered by this Plan is a refrigerator or freezer, TGW will reimburse you for any perishable items only that are deemed unusable as a result of a failure of the Product's refrigeration system during the Protection Period. All food loss claims must be verified by TGW. TGW's obligation under this Food Loss Protection is limited to a cumulative maximum amount of over the entire Protection Period;

\$200.00 for a refrigerator (include built in freezer),

\$500.00 for a chest or upright freezer.

Any food loss would qualify as a claim and would disqualify you for any redemption Credit.

TRANSFER OF PLAN

This Plan is transferable to a subsequent owner of the Product for a transfer fee of \$10.00 per Product item. Each Plan transferred shall continue to apply for the remainder of the original Protection Period if the previous Planholder has complied with all Terms, Limitations and Exclusions set out herein. To transfer this Plan, send a copy of this Certificate along with the appropriate transfer fee to your nearest Brick Location within 10 days of transferring the Product to its subsequent owner.