## **PLAN BENEFITS\***



warranty\*\*



deductible



Transferable from one owner to the next without charge



Repaired to the manufacturer's specifications



Guaranteed by an Insurance Company



No repair, replacement on products less than \$300 (Replacement Plan only)



Credit of up to \$200 for the replacement of a rechargeable battery



Service available in Canada and continental USA



In the case of a product replacement, no depreciation on the original product purchase price



<sup>\*\*</sup>Replacement, after the fourth failure of the same major part, during the coverage period of the Plan.



# **TOOLS**

**OUTDOOR POWER EQUIPMENT AND MORE...** 











### **TERMS AND CONDITIONS**

#### REPLACEMENT AND REPAIR PROTECTION PLANS

For Outdoor Power Equipment, Power Tools, BBQs, Smokers, Dehumidifiers, Water Heaters, Water Filters, Water Softeners, Coolers, Jetted Tubs, Fireplaces, Gas Logs, Misting Fans, Portable Fans, Portable Heaters, Outside Electric Heating, Small Appliances, Millwork, and Garage Door Openers.

This document and your purchase invoice state all the dispositions of this Protection Plan (Plan), sold by the retailer for the benefit of the Plan owner, and the obligations and services to be provided by Comerco Services Inc. (Comerco) for the product covered by this Plan. This Plan is administered by Comerco. Comerco deposits funds in a guarantee trust fund in order to cover future claims. This trust is also bonded in part by an insurance company. Comerco agrees to:

#### REPLACEMENT PLAN:

1. Replace the product that is subject to a failure covered by this Plan.

#### REPAIR PLAN:

- 2. Repair without charge or replace the covered product, in the case of a manufacturing defect or if any of the parts necessary for its normal functioning breaks, under normal conditions of use, during the coverage period of the Plan. The Water Heater Repair Plan is limited to only the labour charge for repair; no parts are covered for Water Heaters.
- 3. Replace the product upon the confirmation, by an authorized technician, of a fourth (4th) failure of the same major part during the coverage period of the Plan.
- 4. Řeplace broken control knobs that prevent the product from functioning. Comerco will send the button(s) by mail to the Plan owner.
- 5. Repair or replace remote controls, supplied with the product, if a covered failure occurs. The coverage period begins at the expiration of the manufacturer's warranty for the remote control and expires at the end of the Protection Plan's period of coverage. Replacement will be limited to one (1) for the length of the Plan. The replacement will terminate the coverage offered for these items.
- 6. Repair damages due to power surges.
- 7. In the case of a product sold with a removable rechargeable lithium battery that no longer holds its charge, the Plan owner will receive:
- up to \$125 credit for cordless power tools (i.e. drills, saws, nailers, etc.);
- up to \$200 credit for outdoor power equipment (i.e. lawn mowers, trimmers, blowers, chainsaws, etc.).

  Subject to one (1) battery credit per purchased Plan. The Plan owner must return the battery to Comerco. Comerco will not be responsible for any non-delivered batteries.

  8. In the case of coverage for a BBQ of \$300 and more, the Plan owner may receive:

- \$50 credit for the transportation of a BBQ to a service center, by providing a copy of repair invoice;
   50% credit reimbursement on accessory purchase of up to \$100. Qualifying accessories include BBQ covers, brushes, grills, griddle cooktops, utensils and degreasers. Accessory purchase must be made twelve (12) months after possession date of the BBQ and before the end date of the Plan. Limited to one (1) credit per purchased Plan. Accessories need to be purchased from the retailer who sold the Plan. The credit does not include taxes. To receive your credit, you must provide a copy of purchase invoice to Comerco.

#### **GENERAL CONDITIONS**

- 9. The Plan becomes effective following the expiry date of the manufacturer's warranty for parts and labour for the chosen term, as indicated on the purchase invoice, up to a maximum of:
- Twelve (12) years from the date of possession for Water Heaters (coverage begins on date of possession).
- Five (5) years from the date of possession for the Repair Plan.
  Four (4) years from the date of possession for the Replacement Plan.
- 10. To qualify for coverage offered by the Plan, the covered product must be purchased as new and be covered by a repair warranty period of at least ninety (90) days, except for BBQs and Water Heaters. Failures must be reported during the coverage period of the Plan.
- 11. To qualify for Water Heater coverage offered by the Plan, the covered product must have a manufacturer's parts warranty equal to the length of the Plan.
- 12. Comerco may decide to replace a product rather than repair it.
- 13. The maximum value, at the time of a replacement, is the price paid for the original product, as stipulated on the purchase invoice, subject to a maximum amount, excluding taxes, of less than \$300 for the Replacement Plan, and \$10,000 for the Repair Plan. Please note that, if the price of the replacement product is less than the price of the original product, the difference will not be refunded. The replacement will be finalized by a Comerco authorized retailer.
- 14. Comerco's sole obligation will be to provide a replacement product, in accordance with the procedure set out in Article 13, in the event that:
  - the manufacturer ceases to operate; or
  - the parts are no longer available; or
  - in any other circumstance for which, at Comerco's discretion, a repair is not considered.
- 15. From the moment a product has been replaced or a credit provided, Comerco will have met all its obligations and the coverage will become null and void on that specific product.

  16. Repairs will be carried out by a service centre specified by Comerco. Products for which the manufacturer's
- warranty offered in-home service will be eligible for in-home service under the terms of the Plan. If in-home service is not offered by the manufacturer in the area where the Plan owner resides when a defect occurs, the Plan owner will be responsible for bringing the covered product to a service centre identified by Comerco or obtain a full refund for the value of the Plan from the retailer. Service will be provided during normal business hours. If available and subject to the availability of the service centre, service will be provided, on request, during evenings or on weekends. In order to receive in-home service, the product requiring service must be easily accessible and be in a safe, non-threatening environment, as determined by the technician.
- 17. This Plan is valid for a product intended for domestic use only. Commercial or rental usage will render this Plan null and void and if no costs have been incurred by Comerco, the Plan owner may obtain a full refund of

#### ARE EXCLUDED FROM COMERCO'S RESPONSIBILITY

#### 18. DAMAGES CAUSED BY:

- 18.1. Failure to conform to the manufacturer's recommended use or use in conditions for which the product was not intended
- 18.2. External causes, rust, insect or rodent infestations, inappropriate use, inappropriate installation, improper hook-ups, abusive or improper manipulation, a modification, an accident, a shock, a fall, chemical corrosion, damage that occurred during delivery or data transmission problems.

- 18.3. Sand, liquid or humidity infiltration, unless the product is explicitly specified by the manufacturer as being submersible.
- 18.4. Failures that are the subject of a manufacturer recall or service bulletin. Also, repairs, replacements parts or labour costs that are covered by a manufacturer's warranty or an insurance policy.

#### 19. THE FOLLOWING PRODUCTS OR COMPONENTS:

- 19.1. Garnishes, command inscriptions and gradations, any esthetical components, products or parts covered by a manufacturer's warranty.
- 19.2. Warping or caving in of the structure.
- 19.3. Any part or component of a structural nature that does not affect the correct functioning of the product.
- 19.4. Parts that should be replaced or cleaned periodically under normal usage such as, without being limited to, bulbs, lamps, fuses, filters, batteries (except for removable rechargeable lithium batteries), blades, bits, spark plugs, brake pads, belts, tires, hoses, clamps, thermometers and ignitors.
- 19.5. Any and all product with a tampered or absent serial number. In this case, the Plan becomes null and void, without refund.
- 19.6. Burnt phosphors in or on the screen surface and the replacement or repair of pixels beyond the original manufacturer's guidelines.
- 19.7. Integrated radios on products such as lawn mowing tractors or snow blowers.

#### 20. OTHER EXCLUSIONS:

- 20.1. Odours.
- 20.2. Noise and product performance which are not caused by a failure.
- 20.3. Consequential damage, loss of use, revenue, salary and time due to delays resulting from the failure of the covered product, unavailability of parts or any other difficulty or delay that Comerco may encounter in accomplishing the required repairs.
- 20.4. Loss or damage caused by foreign substances in fuel/oil mixture, fuel or oil that is not recommended by the manufacturer
- 20.5. Loss or damage due to operation of covered product without proper fluid levels, proper fluid/lubricant qualities, lack of lubrication, substandard fuel or substandard fuel/oil blends.
- 20.6. Configuration, data loss and computer viruses, any and all software/hardware updates required by the product for its correct functioning, in accordance with the guidelines set forth by the manufacturer. Software included with the product as well as the recovery of data in a product that has experienced a failure.
- 20.7. Costs related to the removal, delivery and relocation of a product or, in the event of a visit by a technician, the removal and reinstallation of a product that is not readily available
- 20.8. Any repairs unauthorized by Comerco. In this case, the Plan will become null and void, without refund.
- 20.9. If no fault is found or if Comerco refuses the repairs, the Plan owner will have to reimburse all incurred costs without which the benefits of the Plan will be suspended until said payment is received. The duration of the Plan will not be extended in the event that a suspension of benefits occurs.
- 20.10. In the event of a failure affecting an item that is part of a pair or set, Comerco's responsibility will be limited to the repair, replacement or a credit equivalent to the purchase price of the product that has experienced the failure.
- 20.11. The Plan does not cover any labour or costs associated with the removal or restoration of walls or items obstructing access to the product.
- 20.12. Any plumbing not included with the product.

#### **SERVICE AND OTHER PRECISIONS**

#### 21, TO OBTAIN SERVICE:

- 21.1. For Repair and Replacement Plans: You may report the failure by completing the form at comerco.com/ lowescanada or by contacting Customer Service at 1-866-375-7869. A picture of the product, damage, serial number label or a copy of the purchase invoice may be required.
- 21.2. For a battery credit: You must report the failure by completing the form at comerco.com/lowescanada. You must provide Comerco with: your coordinates, copies of the original purchase invoice and of the new purchase invoice, for one (1) new compatible battery and the old non-functioning battery (Plan owner will be responsible for the cost of shipping). The new battery needs to be purchased from the retailer who sold you the Plan.
- 21.3. For a BBQ accessory credit: You must fill out the form at comerco.com/lowescanada. You must provide Comerco with: your coordinates, copies of the original purchase invoice and of the new purchase invoice of your accessory. The new accessories need to be purchased from the retailer who sold you the Plan.
- 22. CANCELLATION: Comerco may cancel the Plan at any time, on the basis of fraud
- The Plan owner may cancel the Plan, for any reason, anytime within the ninety (90) days following the date of purchase, provided no claims have been reported and receive a full refund for the purchase price of the Plan from the selling retailer.
- 23. CONFIDENTIALITY: The Plan owner authorizes Comerco to provide their name, contact information and any information Comerco has on file to any third party wishing to offer a new Plan, any subcontractor mandated by Comerco to offer services directly or indirectly linked to the Plan or any entity to which Comerco may assign, in whole or in part, its obligations under the Plan.
- 24. TRANSFERABLE: This Protection Plan is transferable from one owner to another, without charge, by completing the request online at comerco.com/ownertransfer

#### THIS DOCUMENT AND YOUR RECEIPT MAKE UP THE PLAN WHICH LINKS THE PARTIES

A copy of your invoice may be required in order to obtain service for this Plan.



To register your Protection Plan, please go to: comerco.com/lowescanada