

Extended Protection Plan Terms and Conditions

TERMS AND CONDITIONS

By purchasing this Extended Protection Plan you understand that this is a legal contract and you acknowledge that you have had the opportunity to read and that you accept these Terms and Conditions. "Extended Protection Plan" and "Terms and Conditions" are collectively referred to as the "Protection Plan". Throughout this Protection Plan, the words "we," "us" and "our" (whether or not capitalized) refer to MDG Computers Canada Inc. The words "you" and "your" (whether or not capitalized) refer to the purchaser of this Plan.

Product Eligibility:

This Protection Plan only covers products purchased from MDG that come with a standard Protection Plan and/or for which you have paid the Extended Protection Plan purchase price. All original invoices are required for any product repairs, replacements, exchanges or credits. Accessories, promotional items, and peripheral devices are not covered by the Protection Plan but may be covered under the manufacturer's Protection Plan. Examples of Accessories include external speakers, monitors, keyboards, mice, and remote controls.

Duration of Plan:

Coverage commences on the original product purchase date and will expire three (3) years following the purchase date; except in those events outlined in the Replacement Products, Replacement Guarantee, Specific Exclusions (paragraph 1) and Cancellation sections.

Manufacturer's Warranty:

This Protection Plan complements but does not replace the manufacturer's Warranty. Parts and services covered by the manufacturer's Warranty are the responsibility of the manufacturer only. During the manufacturer's warranty coverage period, please contact the manufacturer directly. Should you contact us, we will refer you to the applicable manufacturer.

Coverage:

This Protection Plan covers manufacturer's defects in materials and workmanship that reveal themselves in normal usage. Services performed under this Protection Plan will consist of labour and the replacement of parts necessary to restore your product to normal operating condition. All repairs must be approved by us before they are performed. At our option, replacement parts may be new, refurbished or non-original manufacturer's parts that perform to the manufacturer's specifications for the product. Warranties purchased through MDG may have different coverage terms for labour and parts. If repairs at MDG service center are required, MDG will schedule and pay for a delivery carrier to pick up the computer for delivery to MDG. Customer is responsible for packaging the items in original packaging (where applicable) or equivalent. MDG shall not be liable to pay for or repair any damage directly or indirectly due to customer's failure to properly package the equipment.

Replacement Products:

At our option, we may replace your product with a new or refurbished product of similar features and functionality, though not necessarily of the same brand. Technological advances may result in a replacement product with a lower selling price than the original product.

Telephone Customer Service:

Telephone technical support is available only on desktop and laptop computers covered by the Protection Plan. The customer service representative will assist you on the telephone to determine what technical difficulties may exist. To the extent that our diagnosis confirms a hardware failure, we will assist you in arranging service for your product. We do not support customized or proprietary software, those applications that were installed after your original product purchase, or those software errors that confirm improperly functioning or defective software. Additionally, the Protection Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other. Customer will be responsible for shipping the product to and from MDG's warehouse.

Replacement Guarantee:

If a repair takes us longer than 60 days to complete, we will replace it subject to the limitations noted in the "Coverage" and "Replacement Product" sections above. The 60-day service period begins when the product arrives at our warehouse and ends when we make the product available to you. The replacement guarantee does not apply to annual maintenance checks, cleanings, customer education, or repairs outside the plan, such as repairs due to physical damage.

Non-Transferable:

This Protection Plan is non-transferable with the product to anyone other than the original Account holder.

General Exclusions:

This Plan does NOT cover:

1. maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including but not limited to, theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of product(s) to and from an authorized service), improper equipment modifications, vandalism, spilled liquids, burned phosphor (including image ghosting), pixel burnout not in accordance with the manufacturer's guidelines, computer viruses, software generated problems or acts of nature or any other peril originating from outside of the product;
2. lost parts (remotes, knobs, or other similar parts) or consumable parts including but not limited to cartridges, drums, bulbs (including lamps and optical units), end-user replaceable batteries, laptop power source batteries, and end-user replaceable print heads;
3. unauthorized servicing and transportation charges;
4. product(s) with removed or altered serial numbers;
5. products used for commercial purposes, used by the public, used as a lease or rental or used in common areas in multi-family housing, unless noted specifically as a commercial Plan on the original purchase invoice;
6. THE FOLLOWING CLAUSE IS INAPPLICABLE IN QUEBEC indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
7. fees related to third party contracts;
8. "no problem found" type diagnosis and intermittent errors that cannot be reproduced.
9. dead pixels

Cancellation:

We may cancel this Protection Plan at our option on the basis of (a) fraud or misrepresentation; (b) commercial or rental use of the product (except where permitted by a commercial Plan); (c) should your account with MDG become in Default; or (d) an unauthorized repair of a product. Note, we may not ship your product(s) back to you if your account is not fully up to date.

Entire Agreement:

Your original purchase invoice and these Terms and Conditions are intended by the parties to be a final statement of their entire agreement and supersede all prior negotiations, understandings and agreements concerning the subject matter. No amendment or modification of these Terms and Conditions will be binding, except by a written agreement signed by the party to be bound thereby.

THE FOLLOWING CLAUSE IS INAPPLICABLE IN QUEBEC: No oral or written representations, warranties or conditions of these Terms and Conditions will be binding, except by a written agreement signed by the party to be bound thereby.

Quebec Residents:

You have specifically requested the English version of this Extended Protection Plan, a French version of which is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan de service sur les produits et la version française est disponible sur demande.