

PLUS PRODUCT PROTECTION PLAN

Terms and Conditions

CONGRATULATIONS:

You have just made a smart consumer decision to protect Yourself from the future cost of repairing Your new product by purchasing the Plus Product Protection Plan (the "**Plan**"). **Please keep this Plan, Your sales receipt or other proof of purchase for this Plan and Your sales receipt for Your West Marine product together in a safe place. You will need them to verify Your coverage under this Plan.** All of these are incorporated in and made a part of this Plan. This information will serve as a valuable reference guide and will help You determine what is covered by the Plan. By purchasing this Plan, You consent to the use and transmission of Your customer information only in connection with the Plan.

DEFINITIONS:

Throughout the Plan, the words "**We**", "**Our**", or "**Us**" mean the party or parties contractually obligated to provide service under this Plan which is the Administrator, AMT Warranty Corp., whose address is 59 Maiden Lane, 6th Floor, New York, NY 10038 and whose toll free phone number is 1-866-927-3118, except as follows: 1) in CA, CO, KS, ME, MI, NC, NJ and PA the party obligated is the West Marine dealer from which You purchased the Covered Product; 2) in Florida, Technology Insurance Company, Inc., whose address is #59 Maiden Lane, 6th Floor, New York, NY 10038; and 3) in Canada, St. Paul Guarantee Insurance Company, whose address is 77 King Street West, 34th Floor, Toronto, Ontario, M5K 1K2. The words "**You**" and "**Your**" refer to the purchaser of this Plan or to the person to whom it was properly transferred. "**Proof of Purchase**" means Your sales receipt or other evidence showing the date and purchase price of this Plan or Your West Marine product as applicable, which receipt or other evidence is incorporated herein by reference

PRODUCT ELIGIBILITY, COVERAGE AND TERM:

Coverage under this Plan only applies after expiration of the manufacturer's original written warranty With the exceptions of 1) Wear and Tear and 2) Power Surge coverage and 3) Onboard service for covered products with a value of over \$750.00, which commence on the date of purchase. For assistance in obtaining service during the manufacturer's original warranty period call 1-866-927-3118. For Service under this Plan see "If Your Covered Product Needs Repair" below.

This Plan covers eligible West Marine products purchased as new and manufactured for use in Canada or the United States, which at the time of purchase included a manufacturer's original written warranty valid in Canada or the United States providing minimum coverage of one (1) year parts and ninety (90) days labor with a minimum of ninety (90) days of parts coverage remaining at the time of Plan purchase (a "**Covered Product**"). This Plan covers all defects in materials and workmanship that would normally be covered by the original manufacturer's written warranty, unless otherwise excluded by the terms and conditions stated herein.

Coverage only applies to Covered Products used non-commercially, unless otherwise indicated.

We agree to repair or replace the Covered Product(s) in the event they are rendered inoperable through normal usage due to defects in materials or workmanship, normal wear and tear or power surge, subject to the terms and conditions listed below, for a period of either one (1) year or two (2) years (as indicated on Your Proof of Purchase) commencing immediately following the expiration of the manufacturer's original written warranty (the "**Term**") With the exceptions of 1) Wear and Tear and 2) Power Surge coverage which commence on the date of purchase. In no event shall the manufacturer's original written warranty and the Term of the Plan combine to exceed five (5) years from the original purchase date of the Covered Product. Products with a value of over \$750.00 that are fixed to the boat are eligible for onboard service at no additional cost from the date of purchase.

Coverage under this Plan commences immediately following the expiration of the manufacturer's original written warranty. If the manufacturer's warranty offers a different coverage period for parts than for labor, this Plan shall commence immediately following the expiration of the shortest portion of the

manufacturer's coverage period. There is no deductible under this Plan.

CONDITIONS:

We reserve the right, in Our sole discretion, to repair or replace Your Covered Product. In the case of repair, We reserve the right to use rebuilt or remanufactured parts. In the case of replacement, We reserve the right to replace Your Covered Product with a comparable product of like kind and quality. Technological advances may result in a replacement product with a lower selling price than the original product. The price of any single repair or replacement shall not exceed the original retail purchase price of the Covered Product. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this Plan not to exceed the purchase price paid for the Covered Product. Replacement of a Covered Product will fulfill this agreement in its entirety and will discharge all further obligations under this Plan, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new extended service contract if the replacement product is eligible for coverage under such a plan.

In the event that replacement parts needed for repair or a replacement product should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the Plan, less claims paid, if any, and subject to any laws which may override this condition. In no event shall We be liable for any damages as a result of the unavailability of replacement parts or products.

EXCLUSIONS FROM COVERAGE:

THIS PLAN DOES NOT COVER ANY OF THE FOLLOWING:

- UNAUTHORIZED REPAIRS OR MODIFICATIONS OR DAMAGE RESULTING FROM SAID REPAIR, SUBJECT TO APPLICABLE FEDERAL, PROVINCIAL OR STATE LAW;
- ANY REPAIR COVERED BY THE MANUFACTURER'S WARRANTY;
- REPAIRS TO COSMETIC PARTS OR REPAIRS REQUIRED DUE TO DETERIORATION OF THE APPEARANCE OR FINISH OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO: RUST, SCRATCHES, PEELING, DENTS, DAMAGE TO CABINERY, WARPING OR RUSTING OF ANY KIND IN THE HOUSING, CASE, OR FRAME OF THE COVERED PRODUCT OR ANY NON-OPERATING PART, INCLUDING PLASTIC OR DECORATIVE PARTS;
- RECALL, OR REWORK REQUESTED BY THE MANUFACTURER REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- COMPONENTS NOT COVERED BY THE MANUFACTURER'S WARRANTY OF THE COVERED PRODUCT(S);
- RECEPTION AND TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES;
- CLEANING OR REGULAR MAINTENANCE INCLUDING, BUT NOT LIMITED TO, CONDENSER/EVAPORATOR COILS, HEAD/TAPE DRIVES;
- A PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS;
- REPLACEMENT OF LIGHT BULBS, FILTERS, CABLES, ACCESSORIES, DISPOSABLE BATTERIES, ANY ADD-ON DEVICES, TAPES, DISKETTES, EXTERIOR ANTENNA, FUSES, PRINT RIBBONS, PRINT HEADS, TONER CARTRIDGES AND/OR ALL PRODUCTS WITH A PRE-DETERMINED LIFE EXPECTANCY;
- SET UP OR INSTALLATION, ANY ADJUSTMENT TO ANTENNA SYSTEMS, REFORMATTING OF HARD DRIVES OR DISKETTES, SYSTEM AND/OR SOFTWARE CONFIGURATION OR DATA RECOVERY;
- LOSS OF USE DURING THE PERIOD THE PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE AWAITING PARTS; OR

IN ADDITION, THIS PLAN DOES NOT COVER ANY LOSS OR DAMAGE RESULTING FROM:

- PRE-EXISTING CONDITIONS THAT OCCUR OR ARISE PRIOR TO THE EFFECTIVE DATE OF THIS PLAN (ANY CONDITION THAT WITHIN ALL REASONABLE PROBABILITY

RELATES TO THE FITNESS OF THE PRODUCT PRIOR TO PURCHASE OF THIS PLAN);

- LIQUID INTRUSION UNLESS THE ORIGINAL WRITTEN MANUFACTURER'S WARRANTY EXPLICITLY WARRANTS THE COVERED PRODUCT TO BE "SUBMERSIBLE" AND/OR "WATERPROOF", MISUSE, ABUSIVE USE, THEFT, NEGLIGENCE, VANDALISM, ENVIRONMENTAL CONDITIONS (FIRE, FLOOD, CORROSION, DIRT, SAND, WINDSTORM, HAIL, EARTHQUAKE OR EXPOSURE TO WEATHER CONDITIONS), OR IMPACT;
- SOFTWARE AND SOFTWARE RELATED PROBLEMS OR DAMAGE RESULTING FROM COMPUTER VIRUSES;
- IMPROPER USE OF ELECTRICAL POWER SUPPLY OR LOSS OF POWER WITH THE EXCEPTION OF PRODUCT DAMAGE DUE TO POWER FLUCTUATION OR SURGE WHICH IS COVERED;
- FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE;
- FOREIGN OBJECTS FOUND INSIDE THE COVERED PRODUCT;
- BURNED-IN PHOSPHOR IN VIDEO DISPLAY UNITS;
- IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS, REMOVAL AND REINSTALLATION OF AN INTERNAL COMPONENT; OR
- TRANSPORTATION DAMAGE, COLLISION WITH ANOTHER OBJECT OR ANY DAMAGE WHILE THE PRODUCT IS IN TRANSIT.

If We find no defect or if We deny the repairs based on the terms and conditions of this Plan, You will be solely responsible for all costs incurred.

LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF THE PLAN OBLIGOR, WEST MARINE PRODUCTS, INC., AMT WARRANTY CORP., TECHNOLOGY INSURANCE COMPANY INC, ST. PAUL GUARANTEE INSURANCE COMPANY, OR THE INSURER, UNDER THIS PLAN WHETHER FOR BREACH OF CONTRACT, WARRANTY, LATE DELIVERY OR NON-DELIVERY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR ANY OTHER THEORY OF LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND THE LIKE), EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERY FOR SUCH DAMAGES.

IF YOUR COVERED PRODUCT NEEDS REPAIR:

REPAIR

If Your Covered Product needs repair and is no longer covered by the manufacturer's original written warranty, You must call Our toll-free number at 1-866-927-3118 to obtain authorization before having repairs made. For faster service, please include your name, address, phone number, make, model and serial number of Your unit and a detailed description of the problem Your unit is experiencing or have Your Proof of Purchase for the Covered Product and the Plan available when You call. When You e-mail or call, We will refer You to an authorized service center. If authorized local service is unavailable, the costs incurred to ship Your Covered Product to an authorized service center and the cost of the return freight within Canada or the fifty (50) United States is covered by this plan. This Plan only covers pre-authorized service at an authorized service center, subject to applicable federal, provincial or state law, unless Your Covered Product qualifies for product replacement (Please see below for details).

REPLACEMENT

Covered Products with a retail purchase price up to \$399.99 qualify for product replacement during the Term of the Plan, upon expiration of the manufacturer's original written warranty. The Covered Product will need to be deemed defective based on the terms and conditions of the Plan before a Claim Number will be issued. You must return the product to the nearest West Marine

location to confirm that the product is defective and qualifies for a product replacement or call Our toll-free number at 1-866-927-3118. In the event you are not located close to a West Marine Store a replacement product will be shipped to You upon receipt of the defective Covered Product, the cost of shipping the defective covered product and the return freight within Canada or the fifty (50) United States is covered by the Plan.

To obtain service within Canada or the United States, please call Our toll-free telephone number: 1-866-927-3118

Live service response available Monday - Friday from 9:00am to 8:00pm (EST) Saturday and Sunday 10:00am to 5:00pm (EST)

INTERNATIONAL SERVICE:

For Covered Products that require service while You are outside of the Continental United States or Canada, please call Us collect at (216) 328-6461 and We will attempt to find an authorized service center at Your location. If local service is unavailable, You will be liable for costs incurred to ship Your Covered Product to and from an authorized service center. International Service is available only during the Term of the Plan as defined herein.

TRANSFERS AND EXCHANGES:

This Plan is transferable (free of charge) to a new owner, or to a new product if the Covered Product is exchanged during the manufacturer's warranty and the new product is in the same price tier as the original. If that is not the case, the original Plan needs to be returned and the appropriate Plan purchased. The Plan transferred to the new product will commence at the end of the new manufacturer's warranty period (if applicable).

OTHER SERVICE CONTRACTS OR INSURANCE:

If Your Covered Product is covered under another valid service contract and/or any insurance policy, this Plan will provide coverage over and above the other service contract and/or the insurance policy.

CANCELLATION:

You may cancel this Plan at any time by providing notice to Us at the address indicated above. We may cancel this Plan only in the event of fraud or material misrepresentation, Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel within the first forty-five (45) days of the date You purchased this Plan, You shall receive a full refund of the purchase price, less the cost of any service provided hereunder. If You cancel after the first forty-five (45) days of coverage or after You make a claim, You shall receive a pro rata refund of the purchase price less the cost of any service provided and a cancellation fee equal to the lesser of \$25 or 10% of the Plan purchase price. If We cancel this Plan, You shall receive a refund of 100% of the pro rata purchase price less the cost of any service provided. Refunds owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month. In Florida and Oklahoma, if the Plan is cancelled by You, return of the purchase price shall be based upon ninety percent (90%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You. In the event the Plan is cancelled by Us, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You.

BINDING ARBITRATION:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as follows: Wyoming, binding arbitration is prohibited and arbitration will be handled in compliance with the Wyoming Arbitration Act; and Arizona, where it is understood that no arbitration clause attached to a filed Service Contract may be construed to prevent an AZ

consumer from their rights to file a complaint with the A.D.O.I., including those subject to provisions of A.R.S. §§ 20-1095.04 and 20-1095.09.

INSURANCE:

This Plan is not a contract of insurance; however, the obligations hereunder are fully insured in the United States by Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038. and in Canada by St Paul Guarantee Insurance Company whose address is 77 King Street W., 34th Floor, Toronto, Ontario M5K 1K2 and whose telephone number is 1-800-387-1581. If You have filed a claim under this Plan and do not receive service within sixty (60) days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at the address and telephone number provided above. **NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

California only: The forty-five (45) day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

Hawaii only: In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. In the event We cancel this Plan, no cancellation fee shall apply and We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. If this

Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

New Mexico only: If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation.

Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin only: This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon

cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.

Canada Only: The Administrator under this Plan is AMT Service Corp. of Canada, ULC, C/O 59 Maiden Lane, 6th Floor, New York, NY 10038.

TO RENEW YOUR PLAN:

To renew Your coverage, please call 1-866-927-3118 on or before the expiration date of this Plan. Renewal prices will reflect the age of the Covered Product, current service costs, and product repair experience.



Technology Insurance Company
An AmTrust Financial Company