## EXTENDED PROTECTION PLAN

BROUGHT TO YOU BY GRAINGER

#### COVERAGE PRICING

For up to two to three years beyond the Grainger<sup>®</sup> Limited Warranty

Grainger Catalog Each Price	Extended Protection Plan Price	Plan Type
\$40 - 64.99	\$13.12	3-Yr Replace
\$65 - 99.99	\$20.62	3-Yr Replace
\$100 - 199.99	\$37.50	3-Yr Replace
\$200 - 299.99	\$62.50	3-Yr Replace
\$300 - 399.99	\$87.50	3-Yr Replace
\$400 - 499.99	\$112.50	3-Yr Replace
\$500 - 599.99	\$137.50	4-Yr Repair
\$600 - 999.99	\$200.00	4-Yr Repair
\$1,000 - 1,999.99	\$375.00	4-Yr Repair
\$2,000 - 2,999.99	\$625.00	4-Yr Repair
\$3,000 - 4,999.99	\$1,000.00	4-Yr Repair
\$5,000 - 7,499.99	\$1,562.50	4-Yr Repair
\$7,500 - 9,999.99	\$2,187.50	4-Yr Repair
\$10,000 - 12,499.99	\$2,812.50	4-Yr Repair
\$12,500 - 14,999.99	\$3,437.50	4-Yr Repair
\$15,000 - 19,999.99	\$4,375.00	4-Yr Repair
\$20,000 - 24,999.99	\$5,625.00	4-Yr Repair
\$25,000 - 29,999.99	\$6,875.00	4-Yr Repair
\$30,000 - 39,999.99	\$8,750.00	4-Yr Repair
\$40,000 - 49,999.99	\$11,250.00	4-Yr Repair

#### GET PEACE OF MIND

Parts and labor or full replacement coverage after the initial one (1) year Grainger Limited Warranty for a total of up to three to four years of coverage.

Prices subject to change. To confirm if a product is eligible for Extended Protection Plan coverage, contact your local branch or visit grainger.com/protectionplan



RENDERING SERVICE UNDER THIS AGREEMENT. OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS:

K. ANY PRODUCT USED IN A RETAIL OR RENTAL BASIS:

L. SERVICE OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA:

M. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, SCRATCHES, PEELING AND DENTS; N. UNAUTHORIZED REPAIRS AND/OR PARTS:

0. COST OF INSTALLATION. SET-UP. DIAGNOSTIC CHARGES. REMOVAL OR **REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN;** P. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT: 0. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT: **R. SERVICE WHERE NO PROBLEM CAN BE FOUND:** 

S. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT; T. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS:

U. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART:

V. INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY: W. IMPROPER INSTALLATION. SELECTION OR APPLICATION OF EQUIPMENT.

#### 4. CONDITIONS:

A. Renewal: This Agreement is not renewable. **B. Transferability:** This Agreement is transferable by the original purchaser for the balance of the Agreement period. The Covered Product may be registered by mailing information to the Administrator, including the Agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

**C. Territorial Limitation:** The Agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

D. Subrogation: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

E. Dispute Resolution - Arbitration: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity. interpretation, construction, performance and enforcement of this Agreement.

F. Cancellation: You may cancel this Agreement for any reason at any time by contacting the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement contact Your local W. W. Granger In branch or the place You purchased this Agreement, You will receive a full refund of the Agreement price paid. If You do not receive a full refund within thirty (30) days, a ten percent (10%) penalty per month shall be applied to the refund. If You cancel after thirty (30) days of receipt of Your Agreement contact the Administrator, You will receive a pro-rata refund of the Agreement price paid based on the term remaining on Your Agreement less claims paid. The refund will be sent to You within thirty (30) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund. We may not cancel this Agreement except for fraud, material misrepresentation or nonpayment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given

at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the term remaining on Your Agreement.

**G. Entire Agreement:** This is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The seller of the Agreement is not a party to this Agreement. Except in Washington state, the Obligor under this Agreement is insured by a reimbursement insurance policy issued by Virginia Surety Company. Inc., 175 West Jackson Blvd. Chicago, Illinois 60604. (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206 in Washington, the obligations of the Obligor are backed by the full faith and credit of the Obligor.

#### 5. STATE VARIATIONS:

State Variations: The following state variations will control if inconsistent with any other provisions: (1) In Arizona: The following statement is added to Section 4.E "Dispute Resolution -Arbitration": Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance. Consumer Affairs Division 800-325-2548. (2) In Arkansas: The following statement is added to Section 4.G "Entire Agreement": A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement does not exclude preexisting conditions.

(3) In California: The following statement is added to Section 4.E "Dispute Resolution -Arbitration": (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at the discretion of the contact holder; (2) If arbitration is elected, this does not waive the right of California consumers to file and pursue civil action or complaint; (3) If any statement found within this contract contradicts this section, this section shall take precedence. This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process. You may contact BEAR at 1-800-952-5210. or You may write to Department of Consumer Affairs. 4244 S. Market Court. Suite D, Sacramento, CA 95834, or You may visit their website at www.bear.ca.gov. (4) In Colorado: The following is added to this Agreement: The use of non-original manufacturer's parts is permitted.

(5) In Connecticut: The following statement is added to Section 4.E "Dispute Resolution -Arbitration": The State of Connecticut has established an arbitration process to settle disputes arising from service Agreements. If You purchased this Agreement in Connecticut. You may pursue arbitration to settle disputes between You and the provider of this Agreement. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816. Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Product, the cost of repair and a copy of this Agreement. The following statement is added to section 4.F "Cancellation" of this Agreement: You may cancel this Agreement if You return the Product, or if the Product is sold, lost, stolen or destroved.

(6) In Florida: The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation, Section 4.E "Dispute Resolution - Arbitration" is removed. (7) In Georgia: Section 3.D. is revised as follows: "Repair or replacement caused by Pre-existing conditions, defects or deficiencies known by You and or any product sold "As-is" including but not limited to floor models, demonstration Models, etc".; Section 4.E "Dispute Resolution - Arbitr tion" is removed. Section 4.F "Cancellation" is amended as follows: If You

cancel after thirty (30) days of receipt of Your Agreement, You will receive a prorata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation. or nonpayment by You. If We cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.

(8) In Michigan: The following statement is added to Section 2.1 "Term": If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage. (9) In Nevada: You are not required to pay a deductible to receive the service. Section 4.E "Dispute Resolution - Arbitration" is removed.

(10) In New Hampshire: The following statement is added to Section 4.G "Entire Agreement": In the event You do not receive satisfaction under this Agreement. You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.

(11) In New Jersey: The following is added to this Agreement: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

(12) In New Hampshire: The following statement is added to Section 4.G "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.

(13) In New Mexico: Section 4.F "Cancellation" is amended as follows: If this Agreement has been in force for a period of seventy (70) days. We may not cancel before the expiration of the Agreement 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 Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increase the service required under this Aareement

(14) In North Carolina: The following statement is added to Section 4.G "Entire Agreement": You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Product.

(15) In Oregon: Section 4.E "Dispute Resolution - Arbitration" is removed. (16) In Oklahoma: The following statement is added to section 4.F "Cancellation" of this Agreement: In the event the Agreement is canceled by You, return of the Agreement Retail Charge paid shall be based upon ninety percent (90%) of the unearned pro rata Agreement Retail Charge paid less the actual cost of any service provided under this Agreement. In the event the Agreement is canceled by Us, return of Agreement Retail Charge paid shall be based upon one hundred percent (100%) of unearned pro rata Agreement Retail Charge paid less the actual cost of any service provided under this Agreement. The following statement is removed from Section 4.E "Dispute Resolution - Arbitration": The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement . The following statement is added to Section 4.G "Entire Agreement": NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Obligations of the Obligor under this service warranty are insured by a service Agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604(800) 209-6206; c) Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contract. (17) In South Carolina: The following statement is added to Section 4.G "Entire Agreement": If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number (803) 737-6180. (18) In Texas: The following statement is added to Section 4.F "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund within thirty (30) days of receipt of the returned service Agreement. You may request a refund from Virginia Surety Company. Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604. The following statement is added to Section 4.G "Entire Agreement": If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. The Service Contract Administrator license number for TWG Innovative Solutions. Inc. is 121.

(19) In Utah: The following statement is added to Sections 2A.(4) and 2B.(5) What to do when Your Covered Product fails to Operate During the Coverage Period: "In the event You require an emergency repair when the Administrator's office is not open, you may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office reopens. The Administrator will only reimburse Your costs if you comply with the Administrator's documentation requirements and the repair is covered under the terms and conditions of the Agreement. Section 4.E "Dispute Resolution - Arbitration" is deleted in its entirety and replaced with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity. interpretation, construction, performance and enforcement of this Agreement. Section 4.F "Cancellation" is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days

prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment 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 Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non-payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement. (c) substantial breaches 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 agreement number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 4.G "Entire Agreement": Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

(20) In Washington: "Entire Agreement" Section 4.G is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." The following statement is added to "Dispute Resolution - Arbitration" Section 4.E: "In Washington any binding arbitration will be held at a location closest to Your permanent residence."

(21) In Wisconsin: Any mention of the term "Obligor" in this Agreement is deleted and replaced with the term "Provider. The following statement is added to Section 4.D "Subrogation": The Agreement holder will be made whole before We may retain any amount We may recover. The following statement is added to Section 4.E "Dispute Resolution - Arbitration": No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void. The following statement is removed from Section 4.E "Dispute Resolution - Arbitration": "The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpret tion, construction, performance and enforcement of this Agreement." and replaced with the following statement: "The laws of the state of Wisconsin (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement". The following statement is added to Section 4.G "Entire Agreement": THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim.

(22) In Wyoming: The following statement is added to Section 4.E "Dispute Resolution -Arbitration": Arbitration can only be final and binding if agreed to by the parties involved, and in a separate written agreement.







# MORE PROTECTION. **FEWER WORRIES.**

Get peace of mind with an extra measure of protection for your purchases. Avoid the costly hassles of repairs or replacements for up to three to four years and help keep your business up and running.

## 1-800-811-1747 grainger.com/protectionplan



## Purchase with confidence

Grainger offers quality products built to your tough standards for work in demanding conditions. Almost everything you buy from us is covered under our one-year limited warranty. That's hard to beat.

We know you need your equipment working to help keep your business running. When something goes wrong, product repairs or replacements can be time consuming and expensive.

Extended Protection Plan coverage can help you avoid the costly hassles of repairs and replacements so you can get back up and running fast-without having to stock excess inventory.

## Protect vour investment

- 1. Add Extended Protection Plan coverage to your order. Coverage can also be added up to 11 months after purchasing your product.
- 2. If your covered product fails, call 1-800-811-1747 any time.

No Registration • No Deductible • No Paperwork • No Hassles

## What's covered?

Covered products that become inoperable due to mechanical or electrical breakdown (including those experienced due to normal wear and tear or as a direct result of a power surge) qualify. Parts and labor repairs or full replacement, depending on the plan type purchased for up to two or three years after the Grainger Limited Warranty.

#### Ask your Grainger rep if your purchase can be covered.

Please see the Terms and Conditions for complete coverage information and details on the reverse side of this brochure. Your receipt and the terms and conditions constitute your contract, but they're not required to get service. (Current terms and conditions are also available online at grainger.com/protectionplan) May not be available to certain customers in select states.

## What products are eligible?

Almost any mechanical or electrical product can be covered; including your high-wear items such as:

- Motors Vacuums
  - Two-Way Radios
- Air Compressors Generators

Pumps

 Power Tools And More

#### Ask a Grainger team member if your purchase can be covered.

### Will my failed product be repaired or replaced?

Products with a Grainger list price under \$500 will be replaced once. Your brand new product can be picked up at your preferred Grainger branch. Same-day will call is available for in-stock items called in before 2 p.m. (CST).

Covered products with a Grainger list price of \$500 or more will be repaired. Any shipping costs are prepaid. If your product can't be repaired, it will be replaced.

- Your replacement product will be covered by the Grainger Limited Warranty
- The Extended Protection Plan coverage can be added to the replacement product for additional protection. Ask your Grainger team member for details.

### I bought the Extended Protection Plan from Grainger. Now what do I do?

Relax and enjoy your purchase. There's no product registration or paperwork required.

## What if my covered product fails?

If your covered product fails, simply call 1-800-811-1747 any time. All you need is your Grainger account number. We'll do the rest.

# **Replacement Plan**

Products with a Grainger list price under \$500 will be replaced one time.

## My covered product failed. What do I do?

Call 1-800-811-1747. Have your Grainger account number handy. A Customer Service team member will arrange for a product replacement for you.

### Where will I receive my replacement product?

Your product replacement can be picked up at any Grainger branch nationwide or we'll ship it to you.

### When will I receive my replacement product?

Same-day pickup or next-day delivery may be available for in-stock items for claims made prior to 2 p.m. (CST) in most cases. Otherwise, standard delivery times will apply.

### Once my covered product is replaced, is the replacement product I receive still covered by the Extended Protection Plan from Grainger coverage?

No. Any product replacement fulfills your Extended Protection Plan coverage. However, the replacement product you receive is covered by the Grainger Limited Warranty. Grainger Extended Protection Plan coverage can be purchased for the replacement product for additional protection beyond the standard one-year Grainger Limited Warranty period.



# **Repair Plan**

Covered products with a Grainger list price of \$500 or more will be repaired.

## My covered product failed. What do I do?

Call 1-800-811-1747. Have your Grainger account number handy. A Customer Service team member will arrange for service for your product at an authorized service center.

## Where will my product be repaired?

Repair service will be scheduled at an authorized and conveniently located service center. When necessary, a service center may require the product to be shipped or dropped off at their location. (For any shipping, postage will be pre-paid.) If a product is very large or immovable, a servicer may be scheduled to conduct on-site repairs.

## How long will the product repairs take?

Repair times may vary by product and location. Average repair service time is five to seven business days.

## How many times can a product be repaired?

A product may be repaired multiple times. If the item cannot be repaired it may be replaced at no additional charge with a product of equal value. Any product replacement fulfills your Extended Protection Plan coverage. However, the replacement product you receive is covered by the Grainger Limited Warranty. Extended Protection Plan coverage can be purchased for the replacement product for additional protection beyond the standard one-year Grainger Limited Warranty period.



1-800-811-1747 grainger.com/protectionplan









#### AGREEMENT

Please read this Agreement carefully.

This form describes the protection You will have in return for payment by You. Refer to Your face page to determine if You purchased Replacement Plan or Repair Plan coverage.

#### 1. DEFINITIONS:

A. "Obligor", "We", "Us", and "Our" refers to the company obligated under this Agreement: in Texas is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington is ServicePlan, Inc; in Arizona, Florida (Florida license number 80173) and Oklahoma is SERVICE SAVER. INCORPORATED: in all other states is National Product Care Company. All are located at 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.

B. "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee assignee of the purchaser.

C. "Administrator" means TWG Innovative Solutions, Inc. (TWGIS), P.O. Box 87639, Chicago, IL 60680-0639. (800) 811-1747

D. "W. W. Grainger, Inc." means the entity selling the Covered Product and this Agreement. E. "Covered Product" means the consumer item(s) which You purchased concurrently with and is

covered by this Agreement. F. "Agreement" means the terms, conditions, limitations and exclusions, including Your Covered

Product original sales invoice and Face Page.

G. "Purchase Price" means the amount You paid for Your Covered Product shown on the Face Page.

#### 2A. REPLACEMENT PLAN:

If, in return for payment by You, it is indicated on Your face page that You have the Replacement Plan, then this section applies to You.

(1) Term: For the Replacement Plan, the term of this Agreement begins on the date of purchase and continues for the period indicated on Your face page or until the Covered Product is replaced or a check is issued to You equal to the original Purchase Price or the date you request cancellation, whichever occurs first. Coverage is effective upon the expiration of W.W. Grainger, Inc.'s limited warranty of one (1) year.

(2) Coverage: Through the Administrator. We will replace the Covered Product, at Our discretion. when Your Covered Product fails due to a mechanical or electrical breakdown, including those experienced during normal usage or caused by normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. There is no deductible required. The Covered Product will be replaced with a product of equal or similar features and functionality. At Our discretion, We may also issue a check payable to You, equal to the Purchase Price of the Covered Product, excluding sales tax and shipping and handling charges. The check may be used to purchase the replacement of Your choice. You are responsible for any difference between the purchase price of Your replacement product and the Purchase Price of the Covered Product.

(3) Limit of Liability: The limit of liability under the replacement plan is the Purchase Price of the Covered Product as shown in Your invoice or the Face Page.

(4) What to do when Your Covered Product fails to Operate During the Coverage Period: Do not return the Covered Product to W.W. Grainger, Inc. where You purchased Your Covered Product. Contact the Administrator and You will be advised on how to proceed getting Your Covered Product replaced.

#### • Call the customer service toll-free number at (800) 811-1747 during the hours of 7am to 7pm CST Monday through Friday

You are responsible for all costs involved when Covered Products is not eligible for replacement under this Agreement.

#### 2B. REPAIR PLAN:

If, in return for payment by You, it is indicated on Your face page that You have the Repair Plan, then this section applies to You.

(1) **Term:** For the Repair Plan, the term of this Agreement begins on the date of purchase and continues for the period indicated on Your face page or until the Covered Product is replaces or the value of repairs equals or exceeds the Purchase Price. Coverage is effective upon the expiration of W.W. Grainger, Inc.'s limited warranty of one (1) year. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.

(2) Coverage: Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal usage or caused by normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. There is no deductible required to obtain service for Your Covered Product. Parts will be replaced with those of like kind and quality, and may be new or remanufactured. If the Covered Product cannot be repaired, if the cost of the repair exceeds the Purchase Price or if parts are no longer available due to the age of the Covered Product or are discontinued by the manufacturer, the Covered Product will be replaced. at Our discretion, with a product of equal or similar features and functionality. This Agreement will end upon replacement of the Covered Product.

(3) Limit of Liability: The limit of liability under the Repair Plan is the least of the cost of (1) the Purchase Price of the Covered Product excluding tax and delivery costs or (2) authorized repairs not to exceed the Purchase Price of the Covered Product or (3) replacement of the Covered Product with equipment of equal features or (4) reimbursement for authorized repairs or replacement. Upon replacement, there is no longer any obligation for the replaced product under this Agreement.

(4) No Lemon Policy: During the term of this Agreement, after three (3) service repairs have been completed for the same Breakdown of a Covered Product and that Covered Product requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement. Our obligations under this Agreement and the Agreement will end.

(5) What to do when Your Product fails to Operate During the Coverage Period:

Do not return the Covered Product to W.W. Grainger, Inc. where You purchased Your Covered Product. Contact the Administrator for the appropriate authorized service center.

#### • Call the customer service toll-free number at (800) 811-1747 during the hours of 7am to 7pm CST Monday through Friday.

All repairs must be authorized by the Administrator prior to performance of work. Claims must be submitted by servicer within thirty (30) days of repair. Claims on unauthorized repairs will be denied. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered Product that uses batteries as the primary power supply, or a remote control unit, please check that the batteries do not need replacing or recharging. You are responsible for all costs involved when Covered Products is not eligible for service or replacement under this Agreement.

(6) Service Deliverables: You will receive service on Your Covered Product using the same type of service provided during the manufacturer's warranty as described below: • Carry-In: Covered Products must be delivered and picked up by You at an authorized service center during normal business hours. In the event a Covered Product must be shipped to a central service facility. We will pay for the return shipping cost.

 On-Site: Service will be performed at Your place of work: the authorized service center may opt to remove the Covered Product to perform service inshop and will return the Covered Product upon completion. Additional time and mileage charges for on-site repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement. In the event a Covered Product must be shipped to a central service facility. We will pay for two-way shipping to the point of repair and thereafter.

#### 3. WHAT IS NOT COVERED:

A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S AND/OR W.W. GRAINGER. INC'S ONE (1) YEAR LIMITED WARRANTY:

B. PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S AND/ OR W.W. GRAINGER. INC'S ONE (1) YEAR LIMITED WARRANTY OR ARE A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S AND/OR W.W. GRAINGER INC.'S ABILITY TO PAY FOR SUCH REPAIRS:

C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER EXCEPT AS PROVIDED HEREIN:

D. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS. DEMONSTRATION MODELS. ETC.

E. PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREA DOWN AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE COVERED PRODUCT. INCLUDING BUT NOT LIMITED TO BATTERIES, LIGHT BULBS, AIR OR WATER FILTERS, EXTERNAL HOSES, EXTERNAL FUSES, ETC.:

F. DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT:

G. FAILURE TO USE THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, INSTRUCTIONS AND/OR GUIDELINES

H. DAMAGE FROM EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS. FIRE. THEFT. INSECTS. ANIMALS. EXPOSURE TO WEATHER CONDITIONS. WINDSTORM. SAND, DIRT, HAIL, EARTHOUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE OR ABNORMAL VARIATIONS OF ELECTRICITY OR WATER SUPPLY;

I. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION:

J. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN