



PARTS ORDER FORM

7171 Transit Rd. East Amherst, NY 14051
716-688-7127

Please keep these Extended Service Plan terms and conditions in a safe place along with the purchase confirmation that you received when you purchased this Protection Plan and the sales receipt for your product (the "Equipment") purchase (if purchased separately from this Protection Plan), as you may need them to verify your coverage at the time of service.

I. KEY TERMS: Throughout these Protection Plan terms and conditions, the words "We," "Us," and "Our" mean the party or parties obligated to provide service under this Protection Plan, who is Buffalo Outdoor Power Equipment ("OPE Buffalo"). "You" and "Your" refer to the purchaser of the Equipment covered by this Protection Plan, or to the person to whom this Protection Plan was properly transferred. "Seller" means Buffalo OPE or its authorized reseller that has been authorized by Us to sell this Protection Plan to You. "Equipment" means Your product as covered by this Protection Plan.

II. SERVICES PROVIDED: This Protection Plan warrants that all Equipment will be free of defects in material and workmanship during the Protection Plan Term of Coverage, which is defined below in Section D. If Your Equipment malfunctions or becomes inoperative due to a defect in material or workmanship during the Coverage Term, we will, at Our sole option, either repair or replace any part(s) which, upon evaluation, inspection, and testing by our authorized representative, are found to be malfunctioning or inoperative, including the cost of labor directly related to repair or replacement of the part(s). The repair or replacement remedy shall be the sole and exclusive remedy provided by this Protection Plan.

III. THIS PROTECTION PLAN INCLUDES THE FOLLOWING ENHANCED COVERAGE:

- a. Pickup and delivery service for Equipment with an original purchase price of at least \$800.
 - i. Handheld Equipment is not eligible for pickup and delivery service.
 - ii. Wheeled Equipment must be located within 25 miles of Buffalo OPE to be eligible for free pickup and delivery service.

IV. TERM OF COVERAGE: The term of the Protection Plan coverage begins on the expiration of the manufacturer's warranty and continues for the period indicated on the purchase order confirmation ("Coverage Term"). This Protection Plan also provides certain enhanced coverage during the manufacturer's warranty as outlined in Section C above. These enhanced coverages begin on the date of Protection Plan purchase and continue until expiration of the Protection Plan. Our obligations under this Protection Plan will be considered fulfilled if we provide You with a replacement product or a check for the original purchase price of Your Equipment. The Term of this Protection Plan is extended for the duration of any time that the Equipment is being repaired under this Protection Plan.

V. WHAT TO DO IF YOU REQUIRE SERVICE: Call Buffalo OPE and explain the problem or file online at OPEBuffalo.com/Warranty. Your plan must be paid for in full to schedule service. At the time You make a claim, you will need to have the sales receipt showing the purchase date of the Equipment and the purchase confirmation for this Protection Plan. Buffalo OPE will attempt to troubleshoot the problem You are experiencing. If they cannot resolve the problem, A service will be scheduled. For Equipment with an original purchase price of at least \$800, you may be eligible for pickup and delivery service. Handheld Equipment is not eligible for pickup and delivery service. For Equipment with an original purchase price of less than \$800, You will be instructed on where to deliver your Equipment for service.

VI. WHAT IS NOT COVERED:

- A. INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE TERM THAT THE EQUIPMENT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; AND DOWN-TIME AND CHARGES FOR TIME AND EFFORT.
- B. ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN.
- C. DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE EQUIPMENT, UNAUTHORIZED EQUIPMENT MODIFICATIONS OR ALTERATIONS. FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS
- E. THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.);
- F. LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD. LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMCOMMOTION. DAMAGE COVERED BY ANY OTHER WARRANTY OR PROTECTION PLAN. PREVENTATIVE MAINTENANCE. DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN;
- K. EQUIPMENT WITH ALTERED OR MISSING SERIAL NUMBERS;
- L. DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL;
- M. REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (KNOBS, REMOTES, BATTERIES, BAGS, BELTS, BLADES, FILTERS, GAS CAPS, ETC.);
- N. COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS;
- O. EQUIPMENT, EXCEPT FOR SPECIFIC COMMERCIAL ROBOTIC MOWERS, USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING;
- P. EQUIPMENT THAT ARE NOT LISTED ON THIS PLAN;
- Q. ANY FEES RELATED TO THIRD PARTY CONTRACTS (NOT INCLUDING CONTRACT WITH AUTHORIZED REPAIR PERSONNEL);
- R. "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- S. ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL;
- T. SERVICE OR REPLACEMENT OUTSIDE OF THE USA;
- U. CLEANINGS AND ALIGNMENTS;
- V. THEFT OR LOSS;
- W. LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE EQUIPMENT;
- X. DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
- Y. SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED OR IMPROPER LUBRICANTS OR USING STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING;
- Z. EQUIPMENT WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED; AND
- AA. ANY SOFTWARE, INCLUDING BUT NOT LIMITED TO, APPLICATION PROGRAMS, NETWORK PROGRAMS, OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA;
- AB. UNAUTHORIZED REPAIRS AND/OR PARTS;
- AC. ROBOTIC MOWER PERIMETER WIRING ;
- AD. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THIS SERVICE AGREEMENT EXCLUDES ANY LOSS, DAMAGE, LIABILITY, EXPENSE, FINES, PENALTIES OR ANY OTHER AMOUNT DIRECTLY OR INDIRECTLY CAUSED BY, IN CONNECTION WITH, OR IN ANY WAY INVOLVING OR ARISING OUT OF ANY OF THE FOLLOWING – INCLUDING ANY FEAR OR THREAT THEREOF, WHETHER ACTUAL OR PERCEIVED: ANY INFECTIOUS DISEASE, VIRUS, BACTERIUM OR OTHER MICROORGANISM (WHETHER ASYMPTOMATIC OR NOT); OR CORONAVIRUS (COVID-19) INCLUDING ANY MUTATION OR VARIATION THEREOF; OR PANDEMIC OR EPIDEMIC, AS DECLARED AS SUCH BY THE WORLD HEALTH ORGANIZATION OR ANY GOVERNMENTAL AUTHORITY.

VII. NO LEMON POLICY: If Your covered Equipment has three service repairs completed for the same problem, which repairs are covered by this Protection Plan, and a fourth such repair for the same problem occurs, as determined by Us, within any twelve (12) month period, Your Equipment will be replaced with comparable equipment or a cash settlement for replacement provided. This cost of the replacement will not exceed Your Equipment's original purchase price.

VIII. TRANSFERABILITY: This Protection Plan is transferable by the original purchaser for the balance of the Protection Plan Term to any person in the United States at no charge. The covered Equipment may be transferred by mailing information to the Administrator, including a copy of the sales receipt showing the purchase date of the Equipment, the Protection Plan reference number, the date of new ownership and the new owner's name, complete address, and telephone number. Coverage is effective upon receipt of written notice by the Administrator. I.

IX. CANCELLATION: You may cancel this Protection Plan for any reason at any time. To cancel it, contact the Administrator at (716)688-7127. If You cancel this Protection Plan within the first thirty (30) days after purchase and have no claims during that period, you will receive a 100% refund of the purchase amount paid of the Protection Plan. If You cancel after the first thirty (30) days from purchase of this Protection Plan, you will receive a pro rata refund based on the time remaining on Your Protection Plan. Any fees or past claims shall be deducted from the refund and the refund will be sent to You within thirty (30) business days of the cancellation request. (b)We may cancel this Protection Plan at our option based on nonpayment, fraud, or material misrepresentation by You. If We cancel Your Protection Plan, you will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on equipment which was not intended to be covered by this Protection Plan, we will cancel this Protection Plan and return all monies paid by You for the Protection Plan up to the date of the cancellation. Written notice, which includes the effective date of cancellation and reason for cancellation, will be mailed or emailed to You at least 30 days prior to termination. If We cancel this Protection Plan for nonpayment by You then We will provide notice at time of cancellation.

X. SEVERABILITY: If a part, provision or clause of this Protection Plan, or the application thereof to any person or circumstance, is held invalid, void, or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses, or applications of this Protection Plan intact.

XI. SUBSTITUTION: We have the option of replacing equipment with new, rebuilt, or non-original parts that perform to the factory specifications, including equipment that may differ in make, model, size, color, shape, or power.

XII. LIMIT OF LIABILITY: This Protection Plan shall be considered fulfilled in its entirety, and We shall be discharged from any further obligations under this Protection Plan, in the event the limitation of liability on repairs has been reached as set forth herein. To the maximum extent permitted by applicable law, our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Protection Plan shall not exceed the cost of replacement of the Equipment. In the event the aggregate sum of all claims processed under the Protection Plan equals the cost of replacement of the Equipment, or if Buffalo OPE Determines. We provide You with a cash settlement reflecting the replacement cost of new Equipment of equal features and functionality, our obligations under this Protection Plan shall be considered fulfilled in their entirety and We shall have no further obligation to service the Equipment (original or replacement parts) under this Protection Plan. In no event will We be liable for any damages whatsoever that are in excess of the maximum liability limit set forth above, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation property damage, lost time, loss of energy savings, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Protection Plan. This limitation will apply even if We, or any of Our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in these Protection Plan terms and conditions You acknowledge this limitation of liability and allocation of risk.

XIII. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US: If We repair or replace any parts under this Protection Plan, we will be subrogated to all of Your rights to recover from any person or organization that may be liable for the cost of such repair or replacement. You will not do anything to impair our rights, and You will provide reasonable assistance to Us in the enforcement of our rights.

XIV. DISPUTE RESOLUTION: Most disputes or disagreements between You and Us arising under this Plan can be resolved quickly by contacting the Administrator in writing at the address noted on Page 1. The parties will attempt to resolve any dispute arising out of or related to these program terms through good faith negotiation. The following clause applies to the maximum extent permitted by the applicable law. In the unlikely event We are unable to resolve a dispute We have with You after attempting to do so informally, You and We agree to resolve such disputes through final and binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services "JAMS" in the United States. Each party will bear its own costs in arbitration, if We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. Both parties waive their rights to a jury trial. Unless We and You agree otherwise, any arbitration hearings will take place in the State where You purchased Your Equipment.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS PROTECTION PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS PROTECTION PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS PROTECTION PLAN. SPECIAL STATE DISCLOSURES

Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Protection Plan was purchased in one of the following states and supersede any other provision within Your Protection Plan terms and conditions to the contrary. If You cancel Protection Plan after the first 20 days, you will receive the unearned portion of the full purchase price of Protection Plan, less an administrative fee of up to Seventy-Five dollars (\$75.00). To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. In the event the Obligor cancels Protection Plan, the Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use.

ENTIRE CONTRACT: Protection Plan together with your purchase confirmation sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.