

OFFICE DEPOT - Canada

Computers & Misc Electronics

Terms and Conditions

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions together with your sales receipt constitute the entire agreement.

The Obligor under this Plan is American Home Assurance Company ("AHAC") in the provinces of Alberta, British Columbia, New Brunswick, Nova Scotia, Saskatchewan, and Yukon. In all other provinces, AIG Warranty Services Company of Canada ("AWSCC") is the Obligor. AHAC and AWSCC can be contacted at 2000 McGill College Avenue, Suite 1200, Montreal, Quebec H3A 3H3. The administrator under this Plan is Warranty Company of Canada WCC Inc. ("WCC"). WCC can be contacted at the address and number listed at the end of this Plan.

1. **Definitions:** Throughout these terms and conditions ("Plan"), the words, "we", "us", and "our" refer to the Obligor. "Dealer" refers to the entity from which you purchased this Plan. "You" and "your" refer to the Plan holder or the person to whom it was properly transferred. "Product" refers to the consumer item that is covered by this Plan.
2. **Term:**
 - a. Repair Plans: The term of this Plan commences upon date of product purchase.
 - b. Replacement Plans: The term of this Plan begins at the end of the manufacturer's warranty.
3. **Coverage:** This Plan provides for the repair or replacement of the product to normal operating condition after it has failed due to defects in materials, workmanship or normal wear and tear depending on the Plan coverage you have selected. There is no deductible under this Plan.
 - a. Repair Plan:
 - i. On-Site Service: If On-Site Service is included with your Plan you must provide a safe, non-threatening environment for our technicians in order to receive On-Site Service. Due to environmental and technical requirements, if certain repairs cannot be completed in your residence or where the product is otherwise located and must be repaired at another location, this Plan will cover all shipping and handling costs.
 - ii. Depot Service: If your Plan has Depot Service, we will pay the shipping charges to and from the designated depot service location.
 - iii. Laptop Coverage: If you purchased Laptop Coverage, we will pay for 3-Way shipping and provide a shipping container to and from a depot servicer of our choice. All shipping costs are covered under the Plan. Coverage begins on the date of product purchase.
 - iv. Laptop Screen Coverage: If you purchased Laptop Screen Coverage, we will pay for labour and replacement parts necessary to replace your laptop screen should it become inoperable, but not more than twice during the term of the Plan. Coverage begins on the date of product purchase.
 - v. PDA Screen Coverage: If you purchased PDA Screen Coverage, we will cover a one-time replacement of the covered PDA due to a screen malfunction. Coverage begins on the date of product purchase.
 - vi. Accidental Damage from Handling (ADH) Coverage: If you purchased ADH Coverage, we will cover unintentional and accidental damage to the product that results from normal and customary use and handling of the product, such as drops and liquid spills that render the product inoperable. You will be required to ship the product to a designated location for inspection. If the product cannot be repaired, it will be replaced with a product of like kind and quality. All shipping charges will be covered. Coverage begins on the date of product purchase.
 - vii. Bulb Coverage: If you purchased ADH Coverage, we will cover one (1) lamp replacement per product per Plan term from the date of product purchase for equipment that uses projection lamp technology, such as LCD or reflective projectors. Coverage begins on the date of product purchase.
 - viii. Pixel Repair Coverage: If you purchased Pixel Repair Coverage, we will provide pixel repair based upon manufacturer's guidelines. Coverage begins on the date of product purchase.
 - ix. Remote Control Coverage: If your remote control should fail, we will replace it with one of like kind and quality, not limited to a generic brand. Coverage begins on the date of product purchase.
 - x. International Service: If your product requires service and is located outside of the U.S.A. or Canada, please call **01-1-770-246-1279** or send an e-mail to odsupport@waca.com. If the product is still covered by the manufacturer's warranty, you will need to contact the manufacturer for service locations worldwide. If the product is out of the manufacturer's warranty period, we will ask you to locate service in your area, to get an estimate for the repair, to get an authorization from us for the repair, to remit payment to the service center and to send us the invoice. We will reimburse you for the authorized amount of the claim by issuing a check in U.S. dollars which will be mailed to an address in the USA or within the U.S. postal system.
 - xi. No Lemon Guarantee (Computers only): Following the expiration of the manufacturer's warranty term and after three service repairs have been completed, for the same problem, on an individual product, and that product requires a fourth repair, as determined by us, we reserve the right to replace the product with a product of like kind and quality, not to exceed the original retail purchase price excluding taxes. Once the product is replaced, this Plan is considered fulfilled. The original product may be requested to be returned to us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Clause.
 - xii. No Lemon Guarantee (Non-Computers only): Following the expiration of the manufacturer's warranty term and after two service repairs have been completed, for the same problem, on an individual product, and that product requires a third repair, as determined by us, we reserve the right to replace the product with a product of like kind and quality, not to exceed the original retail purchase price excluding taxes. Once the product is replaced, this Plan is considered fulfilled. The original product may be requested to be returned to us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Clause.

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- xiii. **Performance Guarantee:** Subject to parts availability and product accessibility, if we do not make the scheduled service call within the specified timeframes, upon your request, the Plan will be extended for an additional one month term. Call **1-866-540-0013** to request the extension. While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including, but not limited to, manufacturer's delays, unavailability of replacement parts, or Acts of God.
- b. **Replacement Plans:** If you have purchased a Replacement Plan, your product will be replaced, not repaired. You may be required to ship the defective product to a designated inspection location. All costs related to the shipping and insurance are covered under the Replacement Plan coverage. If your product qualifies for replacement, you will receive an Office Depot Merchandise Card in the amount of the original purchase price of the product, excluding sales tax, or a new or remanufactured product of like kind and quality at our discretion. Once the replacement process has been completed, this Plan is considered fulfilled. If your product is found to be non-defective, it will be returned to you.
- c. **All Plans:**
 - i. **Digital Lifeline™** - If you purchased a desktop or laptop computer, Digital Lifeline™ (DLL) has been included with your purchase. A disk containing DLL has been provided to you either at time of purchase or mailed to you if you purchased your product online or by phone. After you have loaded DLL onto your computer, follow the instructions in order to complete the registration process. If your product fails to operate properly, please use DLL to perform diagnostics before calling for assistance.
 - ii. **Mobile Lifeline™** - If you purchased a laptop computer with ADH Coverage or Laptop Screen Coverage, Mobile Lifeline™ (MLL) is included with this Plan. A disk containing MLL has been provided to you either at time of purchase or mailed to you if you purchased your product online or by phone. After you have loaded MLL onto your computer, follow the instructions in order to complete the registration process. Once the registration process is complete, MLL is immediately available for you to use.
 - iii. **Power Surge Protection:** If you purchased a computer or an electronic product, Power Surge Protection is provided in excess of any other insurance coverage.
- 4. **Registration:** You will be required to register your product in order to validate this Plan. You may register your product online by using the registration software provided by your Dealer or by contacting us at **1-866-540-0013, 24 hours per day, 7 days per week.**
- 5. **Plan Limits of Liability:** The total payment(s) for all claims under this Plan shall not exceed the original purchase price of the product. If we determine that the product(s) is not repairable, we may replace the product with a product of like kind and quality or you may receive an Office Depot Merchandise Card in the amount of the original purchase price of the product, excluding sales taxes at our discretion. If the product is replaced after the expiration of the manufacturer's warranty, this Plan is considered fulfilled.
- 6. **Your Responsibilities:** You must follow the instructions for use in the owner's manual of your product. You must have your product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to follow the manufacturer's maintenance and service recommendations may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. This Plan does not cover the cost of data recovery or other consequential or incidental damages.
- 7. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
- 8. **If Your Product(s) Needs Service:** You may begin the claims process by calling **1-866-540-0013, 24 hours per day, 7 days per week.** Repair service will be available during regular business hours, Monday through Friday, and will be provided by an authorized service provider. After we authorize your claim, you may arrange for service and we will cover the reasonable parts or labor costs that we authorize. **AT OUR OPTION, REPLACEMENT PARTS WILL BE NEW, REMANUFACTURED, OR NON-ORIGINAL MANUFACTURER'S PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** If we determine that your product cannot be repaired, we will replace it with a new or remanufactured product of like kind, quality and functionality. Technological advances may result in a replacement product with a lower selling price than the original product. Once the product is replaced, this Plan is considered fulfilled. Products covered by a replacement plan may be required to be shipped to an inspection location at our expense. After the inspection, if the product is found to not qualify for replacement, it will be returned to you.
- 9. **Availability of Services:** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.
- 10. **Insurance Policy:** If you purchased your product in Alberta, British Columbia, New Brunswick, Nova Scotia, Saskatchewan or Yukon, this Plan is an insurance policy provided by AHAC. If you purchased your product in any other province or territory, this Plan is secured by an insurance policy issued by AHAC. If you fail to receive a cancellation refund, claim payment, service or replacement product within 60 days of submitting the request, or you are otherwise dissatisfied, you may submit the claim directly to the insurance company at: American Home Assurance Company, 2000 McGill College Ave., Ste. 1200, Montreal, Quebec, H3A 3H3.
- 11. **Exclusions – What Is Not Covered:**
 - a. Normal maintenance, cleaning, or tune-ups; repair or replacement covered by any other warranty, service agreement, manufacturer's recalls, or insurance policy in effect at the time of the failure;
 - b. Consumable items such as but not limited to, batteries, filters, gaskets, fluids, external hoses, accessories, attachments or any other parts or materials which are designed to be consumed during the life of the product;
 - c. Costs related to any service request which results in customer education or no problem found;

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- d. Failure, inoperability, or disruption of any product or product functions due to any manufacturer defect which occurs during the manufacturer warranty period unless otherwise noted above.
 - e. Conditions which existed prior to your purchase and delivery of the product or the purchase of the Plan;
 - f. Special, indirect, or consequential damages; loss of use; personal items left in the product to be repaired; products that are not listed in the Plan;
 - g. Loss and/or theft of the product;
 - h. Loss or damage to the product while in storage or in the course of transit, delivery, or redelivery;
 - i. Damage or costs resulting from unauthorized repairs or repair personnel; negligence, misuse, abuse; alteration or removal of the serial number; loss or damage caused by intentional physical damage;
 - j. Failures due to general environmental conditions, including but not limited to rust, corrosion, mold or dust; animal or insect damage; Acts of God such as fire, water, windstorm, sand, dirt, hail or earthquake; civil disorders; riot; nuclear accident; malicious mischief;
 - k. Loss of brightness over time caused by degradation of phosphors; television or personal computer monitor screen imperfections, including burn-in or burned phosphor, caused by video games, or prolonged display of one or more signal(s);
 - l. Loss or damage to stored data; repairs related to software, computer viruses, or computer hardware that is added after the original purchase;
 - m. Improper electrical wiring and connections; improper installation, or setup; user facilitated minor adjustments and settings outlined in the product's owners manual; external antenna or local reception problems; inaccessible products or parts;
 - n. Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items, such as but not limited to: cabinetry and cabinet frames, decorative finishing, door liners, glass, projection television exterior screens, handles, knobs, masks, racks, rollers, shelves, cracked cases and broken hinges;
 - o. Repair or replacement due to failure to properly install, operate, maintain, or clean the covered product in accordance with the local codes and the manufacturer's printed instructions, or from use in any combinations not approved in the manufacturer's specifications, or from any unauthorized modifications or alterations;
 - p. Unintentional or accidental loss or damage resulting from normal and customary use and handling of the product such as, but not limited to, the spilling of liquid on the product or the dropping of the product, unless ADH coverage has been purchased;
 - q. Liquid immersion of any kind.
12. **Renewal:** Repair Plans may be renewable. Call **1-866-540-0013** for more information. The renewal price will reflect the age, condition of the product, and current service costs at the time of the renewal. Replacement Plans are not renewable.
13. **Transfer:** This Plan may be transferred to an eligible party to whom you sell or give the product while this Plan is in force. For more information, please call **1-866-540-0013** or send your request in writing within fifteen (15) days of transfer to the administrative address cited below. Include your name and Plan number, and the name, address and phone number of the new owner.
14. **Cancellation:** You may cancel this Plan for any reason within 30 days of purchase and receive a full refund if no claims have been paid or the covered product has not been replaced. After thirty days from the date of purchase, no refunds will be provided. To cancel this Plan, submit your request in writing to the administrator at the address cited below. Neither the Dealer nor we can cancel this Plan except in the event of your fraud, material misrepresentation or failure to pay the Plan price.
15. **Entire Agreement:** This Agreement is intended by the parties to be a final statement of their agreement with respect to the terms and conditions set forth herein, it sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all other prior or current understandings or agreements between them, whether written or oral. No other document not attached hereto, or specifically referred to herein shall be deemed a part of this Agreement, and this Agreement may not be modified or amended except in writing, signed by each party by a duly authorized officer.

Residents of British Columbia: Disclosure Notice under the British Columbia Financial Institutions Act.

The British Columbia Financial Institutions Act requires that the information contained in the Disclosure Notice be provided to a customer in writing prior to the customer entering a financial transaction. "This transaction is between you and American Home Assurance Company. In arranging the transaction described above, **Office Depot**, by whom this sales associate is employed, is representing American Home Assurance Company. The nature and extent of the interest of **Office Depot** in American Home Assurance Company is none. The nature and extent of the interest of American Home Assurance Company in **Office Depot** is none. Upon completion of this transaction, **Office Depot** will be remunerated by way of a fee paid out of the purchase price of the Contract. The Financial Institutions Act prohibits American Home Assurance Company, **Office Depot** and/or the sales associate from requiring you to transact additional or other business with the financial institution or any other person or corporation as a condition of this transaction."

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