

**Don's Photo**  
**Exceptional Service Plan – Terms and Conditions**

This Plan applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan, and sold in Canada.

**TERMS:** Don's Photo Shop Ltd. (Don's Photo) agrees with the purchaser (OWNER) of the product(s) and this Plan, to extend the manufacturer's warranty on the same terms and conditions for a period of: either one (1) or two (2) subject to a maximum combined coverage period of five (5) years from the original date of purchase for all eligible products covered. The Plan covers eligible products purchased, including its accessories, as new and manufactured for use in Canada, which at the time of purchase included a Manufacturer's original warranty valid in Canada providing minimum coverage of ninety (90) days for parts and/or labour. The Plan begins on the expiry date of the Manufacturer's warranty and is between Don's Photo and the OWNER. This Plan pays for parts and labour for functional components. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are those parts that are not critical, knobs, handles or cosmetic parts. Don's Photo will repair or replace the unit or any parts thereof, as required, subject to these terms and conditions.

Loaner equipment is provided to customers who have purchased eligible products and an Exceptional Service Plan (ESP) with Loaner coverage from Don's Photo. Loaner equipment is provided free of charge only when the covered product is in for repair at an authorized service provider. An authorized credit card will be required for a deposit before the product is shipped/picked-up. Loaner equipment must be returned to Don's Photo within 48 hours of notification that the Owners product has been returned. Any loaned equipment that is not returned will be billed at published rates in one day, one week, and one month increments, unless prior arrangements are made and noted on the Equipment Loan Agreement. All other terms and conditions on the Loan/Rental Agreement apply.

**GENERAL CONDITIONS:** Along with the wording of the original equipment manufacturer's warranty, the following terms and conditions will apply:

- a) This Plan does not cover failure as a result of: normal wear and tear, deterioration of consumable parts including but not limited to gaskets and seals, misuse, abuse, rust or corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage caused by accident, theft, fire, flood, external causes such as, but not limited to blown fuses, inadequate electrical power, normal wear and tear, or any use of the product not authorized or covered by the manufacturer.
- b) The maximum liability of this Plan for product replacement shall not exceed the original purchase price for the product.
- c) Don's Photo reserves the right to repair or replace the Covered Product with a comparable feature model of like kind and quality. Product replacement under this Plan will fulfill this agreement in its entirety and will discharge all further obligations under this Plan and the Plan shall terminate.
- d) Replacement parts used will be new, refurbished or non-original manufacturer's parts that perform to the factory specifications of the product at the option of Don's Photo.
- e) This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling.
- f) Plan coverage is provided for personal use of products only. Products used for commercial purposes are excluded from coverage. All original invoices are required for any product repairs, replacement, exchanges or credits.
- g) Any damage resulting from unauthorized replacement parts, improper service or modifications made to the Covered Product are not covered by this Plan.

- h) If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, the Plan owner will be responsible for all costs incurred.
- i) Replacement of batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums or any other products with a pre-determined life expectancy are excluded. Built-in rechargeable batteries which cannot be removed (such as those contained in MP3 players and GPS's) are not considered consumable and as such will be covered under this Plan.
- j) Charges incurred for the following items are not covered by this Plan: set up or installation, reformatting of hard drives, memory cards and diskettes, system and software configuration or data recovery.
- k) Any loss occurring during the manufacturer's plan is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan is excluded.
- l) Don's Photo and all affiliated companies are released from all liability due to indirect, consequential or incidental damages (including damages for lost profits, business interruption, loss of data and the like).
- m) Any loss resulting from transportation damage, collision with another object or any damage while the product is in transit is excluded.
- n) Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan.
- o) The Plan owner may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. Don's Photo may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product or commercial use of the product. In the event of cancellation by Don's Photo (except for non-payment), Don's Photo will provide the Plan owner with a pro-rata refund.
- p) Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- q) In the event that a Covered Product is damaged by lightning or a power surge, coverage under this Plan will apply, excluding software or data, in excess of any other insurance policy in force at the time the damage occurred provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.
- r) Should parts no longer be available for a warranted product, Don's Photo shall be excused from performance under this plan and will refund the Plan owner the cost of the Plan.
- s) Don's Photo will make every attempt during the troubleshooting process to confirm whether the problem is related to hardware or software failure. If after service is performed, it is determined that the cause of the problem was software related including, but not limited to, software errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access, or USB devices, the Plan owner will be responsible for all costs incurred.
- t) This Plan provides pixel coverage for video display products based on the manufacturer's guidelines but excludes all incidents of burn-in regardless of manufacturer coverage.
- u) Don's Photo will try to provide loaner equipment that is comparable to the equipment sent in for service. If that equipment is not available Don's Photo will provide equipment based on the following criteria: intended use, lens mount (if applicable), and memory type (if applicable).
- v) "No Lemon" Protection – While covered under the manufacturer's warranty and this Plan and after the product requires covered service on three (3) separate occasions for the same component and this component requires a fourth repair, as determined by our

authorized service centre Don's Photo will replace the product with a product of comparable performance, the value of which may not exceed the original purchase price. Authorized service repair receipts from three (3) separate repair incidents must be sent to Don's Photo in order to qualify for replacement. Product failures must be covered by the terms and conditions of this plan.

- w) If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, Don's Photo has the right to recall any loaner equipment provided. Any loaned equipment not returned within 48 hours of notification of recall will be billed at published rental charges in one day, one week, and one month increments and the Plan owner will be responsible for all charges.

**Claim Procedure:**

Proof of purchase (invoice) for the product must be presented at time of repairs. Please Call 1-800-561-6403, e-mail us at [service@donsphoto.ca](mailto:service@donsphoto.ca) or visit one of stores prior to any repair work being done. Pre-approval from Don's Photo is required prior to proceeding with a repair or replacement. If pre-approval is not obtained Don's Photo reserves the right to deny the claim. Please have your original bill of sale available so our Customer Service Representative is able to quickly arrange for service by an authorized service provider. If local service is unavailable, the customer will be liable for costs incurred to ship their product to an authorized service center. Loaner equipment (where applicable) will be provided once Don's Photo has confirmed the items are eligible and the service is covered under manufacture or ESP coverage.

## Exceptional Service Plan

Protect your equipment with Don's Photo Exceptional Service Plan. ESP will allow you to get the most out of your investment for years to come. You have the choice of extending the Manufacturer's warranty coverage for one (1), or two (2) years on all new imaging products purchased from Don's Photo.

### **Global Parts and Labour Coverage:**

Wherever you are, we will return your product to factory specifications.

### **We have you covered:**

The Exceptional Service Plan (ESP) with loaner coverage will make sure that you don't miss any of those important imaging moments when you equipment breaks down.

### **Confidence:**

Don's Photo has been dealing with photographic service issues for over 28 years. We know what it takes to get your photographic equipment working and back in your hands.

### **No Surprises:**

The Exceptional Service Plan (ESP) provides you with service as stipulated in the terms and conditions with no hidden fees or deductibles.

### **No Lemon Protection:**

If, during the warranty period, your product requires repair more than three times for the same problem, it will be exchanged for an equivalent model. Please note that the product must have been repaired at an authorized Service Centre and the unit must comply with the terms of the warranty.

### **Accessory Coverage:**

Accessories and peripheral devices that come with your product are protected by the Exceptional Service Plan (ESP), provided they came in the original manufacturer's package.

### **Power Surge Protection:**

Your product will be repaired or replaced should it be damaged by a power surge (hardware only- software and data not included).

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