



## Exceptional Service Plan – Terms and Conditions

Effective June 30th, 2017

**Terms and Conditions:** Don's Photo Shop Ltd. (Don's Photo) agrees with the purchaser (OWNER) of the new product(s) stated on the purchaser's original invoice to extend the manufacturer's warranty on the same terms and conditions for a period of: either one (1) or two (2) years, subject to a maximum combined coverage period of five (5) years, upon the conditions listed below.

- 1) The Don's Photo Exceptional Service Plan (the "ESP") 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 labor.
- 2) The Plan begins on the expiry date of the Manufacturer's warranty.
- 3) The ESP is transferable. The new owner must have the original invoice and the stated products are only covered for the remaining time left on the ESP.

**TERMS:** This Plan pays for parts and labor 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 manufacturer's warranty, the following terms and conditions will apply:

- a) This Plan does not cover repairs as a result of: misuse, abuse, rust or corrosion, liquid damage, damage as a result of impact, sand or foreign objects found inside the equipment.
- b) Repairs due to normal wear and tear, deterioration of consumable parts including but not limited to grips, gaskets and seals, 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 are excluded.
- c) Repair of damage caused by accident, theft, fire, flood, external causes such as, but not limited to blown fuses or inadequate electrical power are excluded.
- d) Any damage resulting from external adjustments, use of unauthorized replacement parts, failure to perform manufacturer's recommended maintenance or any modifications made to the Covered Product are not covered by this Plan.

- e) The maximum liability of this Plan for product replacement shall not exceed the original purchase price for the product.
- f) 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.
- g) 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.
- 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.
- j) Don's Photo, its employees 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).
- k) Any loss resulting from transportation damage, collision with another object or any damage while the product is in transit is excluded.
- l) Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- m) 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.
- n) All original invoices are required for any product repairs, replacement, exchanges or credits.
- o) 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.
- p) 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.
- q) "No Lemon" Protection – If the product requires repair more than two (2) times for any problem while covered under the manufacturer's warranty and this Plan, it may be replaced for a comparable model determined solely by Don's Photo. Any repair caused by external damage, misuse or sent back "No Fault Found" does not count towards "No Lemon" protection. Proof of prior repairs must be presented to qualify for a lemon replacement.
- r) For ESP plans with Loaner, 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).
- s) 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.
- t) The Plan owner may cancel this Plan 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 or unauthorized modifications to 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.

**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 may 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.