This is a legal contract (referred to hereinafter as the "Plan"). 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. This is not a contract of insurance.

**Definitions:**
- "we", "us", or "our" refer to the company obligated under this Plan.
- "customer service" means (a) Home Depot service technician, (b) third-party service providerwe refer to collectively as Home Depot service technician, (c) N.E.W. Customer Protection Company, Inc. in AL and AZ, and (c) National Electronics Warranty Corporation of Florida (a service warranty association)....

**Enforcement of Consumer Protection Laws:**
- We will fulfill all of our obligations under this Plan in your state.

**Limit of Liability:**
- The Plan covers the replacement of your product in the... the provisions below for the term indicated on your sales receipt.

**Term of Coverage:**
- The term of the Plan begins upon the expiration of the manufacturer’s labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt.

**Service Plans for Hot Water Heaters:**
- This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

**Service Plans for Lifetime Hot Water Heaters:**
- This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

**Service Plans for other products:**
- This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

**Service Plans for all other products:**
- This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

**Service Plans for Water Heaters:**
- This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

**Service Plans for all other products:**
- This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

**Service Plans for All Plans:**
- The term of liability of this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price that you paid for the product (excluding any delivery charge and sales tax). The total liability under this Plan is the purchase price you paid for the product, including sales tax, as indicated on your sales receipt; in the event that (a) the total of all repairs exceeds the purchase price you paid for the product, including sales tax, (b) we replace your product within the warranty period of your product or (c) we replace your product with a product of like kind and quality that performs to the factory specifications of the original product, we shall have satisfied all of our obligations under this Plan.

**Manufacturer’s Responsibilities:**
- Parts and services covered during the manufacturer’s warranty period are the responsibility of the manufacturer.

**Deductible:**
- There is no deductible required to obtain service for your covered product.

**Transferable:**
- This Plan may be transferred to a subsequent owner of the Product at no additional charge. To transfer, call 1-800-HOMEDEPOT (1-800-466-3337). Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner. The Lifeservice Plan is non-transferable.

**Moving:**
- Except for coverage for water heaters, in the event you move or relocate, please contact us so we may update your service address.

**Replacement Products:**
- We may replace your product with a NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.

**General Exclusions:**
- These Plans do not cover: (1) INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: (a) ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; (b) LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF DATA; AND DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXIST PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE CAUSED BY ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (7) LOSS CAUSED DUE TO THE CONSUMPTION OF FUEL OR LUBRICANT; (8) LOSS DUE TO YOUR OWN NEGLIGENCE; (9) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (10) USE OR MISUSE; (11) DISASSEMBLY; (12) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (13) PREVENTATIVE MAINTENANCE; (14) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (15) PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (16) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (17) ANY FEES RELATED TO THIRD PARTY CONTRACTS; (18) “NO PROBLEM FOUND” DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; (19) ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER’S RECALL; (20) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN OR PAYMENT FOR SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (21) CLEANINGS AND ALIGNMENTS; (22) THEFT OR LOSS; (23) HOT WATER RE-INSTALLATION COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATIONS; (24) LIABILITY OR DAMAGE TO PROPERTY, INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, USE, MAINTENANCE OR ALTERATION OF THE PRODUCT OR ACCESSORY, INCLUDING THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT OR PART; (25) ANY PARTS OR COMPONENTS OF THE ORIGINAL PRODUCT OR PART RELATING TO THE ORIGINAL MANUFACTURER’S WARRANTY PERIOD ARE THE RESPONSIBILITY OF THE MANUFACTURER.

**Cancellation:**
- This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the administrator at the address below. For the first ninety (90) days you may return to your local Home Depot store for a full refund. If the Plan is cancelled: (a) within ninety (90) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after ninety (90) days of the receipt of this Plan, you will...
receive a pro rata refund, less the cost of any service received. This Plan shall be cancelled by us or NEW for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation must be mailed to you not less than sixty (60) days before cancellation is effective.

Mail cancellation request along with this document and all original receipts to:
P.O. Box 1810
Sterling, VA 20166

Insurance Securing this Plan: Insurance: This Plan is not a contract of insurance. Obligations of the Obligor under this Plan are insured under a service contract insurance policy issued by Virginia Surety Company, Inc. in AL, AR, AK, AZ, CT, GA, IL, KY, MO, MT, NH, NC, NY, OH, TX, UT, WA, WI, and WY only. If you have filed a claim in writing under this Contract and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if you are otherwise dissatisfied, please submit your claim in writing and a copy of this Contract and the sales receipt for the Product to Virginia Surety Company, Inc., 175 W. Randolph, 300 Lucas Blvd, Chicago, Illinois 60604, Attention: Service Contract Claims, 1-800-209-6206.

STATE VARIATIONS
The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan within twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The plan is void and we shall refund to you the unearned portion of the full purchase price of the Plan or the amount paid, less any claims that have been paid, less a cancellation fee of $50.00 or 10% of the Plan price. If we fail to pay the cancellation refund within forty-five (45) days from the date you receive the Plan, you are entitled to a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is cancelled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantively increased beyond what was contemplated at the time the Plan was issued or last renewed. If we or NEW cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered service results in a loss of use, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs.

New Mexico Residents: If this Plan has been in force for a period of less than six months, you are entitled to a pro rata refund of the premium paid which shall be based upon 100% of the unearned pro rata premium. If the Plan 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 Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under the Plan; or (5) you fail to make any payment required under this Plan. If this Plan is cancelled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantively increased beyond what was contemplated at the time the Plan was issued or last renewed. If we or NEW cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered service results in a loss of use, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The “Cancellation” section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to NEW at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, you shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or $25, whichever is less, and less the cost of claims paid. We or NEW may not cancel this Plan except for fraud, material misrepresentation or non-payment of your premium if required to do so by any regulatory authorization. If we or NEW cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or NEW may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use warranties referred to in this Plan.

South Carolina Residents: To prevent any further damage, please refer to the owner’s manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company.

Utah Residents: Your written notice of cancellation must contain a description of the dispute, the purchase price of the product, and a copy of the Plan. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the Department of Insurance, PO Box 100105, Columbia, SC 29202-1005, (800) 788-3467.

Wisconsin Residents: This Plan is subject to limited regulation by the Wisconsin Office of the Commissioner of Insurance. This Plan shall not be cancelled by unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. Section 10 of the “What is Not Covered” section of this Plan does not apply. In no event shall we deny your claim solely because you did not receive such authorization if we are not prejudiced by your failure to notify us. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan or (b) after thirty (30) days of the receipt of this Plan, you shall receive a pro rata refund.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. This right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, we may cancel the Plan for a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event the covered service is not provided by us within sixty (60) days of proof of loss by you, we are entitled to apply directly to the reimbursement insurance company.

To obtain a large type copy of the Terms and Conditions of this Contract, please call 1-800-HOMEDEPOT (1-800-466-3337)

Administered by: N.E.W.
P.O. Box 1340 Sterling, Virginia 20167

Form #085/3/11

EXTENDED PROTECTION PLAN (EPP)

CUSTOMER INFORMATION

SERVICE CONTRACT HOLDER

FIRST NAME: ___________________________

LAST NAME(S): _______________________

ADDRESS: ___________________________

APT. NO.: ___________________________

CITY: _______________________________

STATE: _____________________________

ZIP: _______________________________

SALES ASSOCIATE: ___________________

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