

**EXTENDED SERVICE CONTRACT ADMINISTRATOR:**

Tracker Marine Financial Services, L.L.C. ("TMFS")  
2500 East Kearney Street  
Springfield, MO 65898  
Telephone: 1-877-920-4400

Throughout this extended service contract ("Contract"), the words "**We**", "**Us**" and "**Our**" means the party obligated to provide service under this Contract as the service contract provider, who is AMT Warranty Corp. of Canada, ULC, 1900, 736 – 6<sup>th</sup> Avenue SW, Calgary, Alberta, T2P 3T7, 1-866-327-5818. The words "**You**" and "**Your**" refer to the undersigned purchaser of the product covered by this Contract named below, or to the person to whom this Contract was properly transferred. "**Failure**" refers to an operational or mechanical breakdown to Your covered product that occurs during normal use. This Contract is administered by Tracker Marine Financial Services, L.L.C. ("TMFS"), 2500 East Kearney Street, Springfield, MO 65898, 1-877-920-4400 ("**Administrator**"). Please contact the Administrator if You have any questions about this Contract.

This document and the sales receipt for Your Product constitutes the entire Contract between Us and You. No representation, promise or condition herein shall modify these terms. This Contract is entered into as of the date shown on the sales receipt for Your Product.

**1. COVERAGE PLANS:**

**A. REPLACEMENT PLAN:**

- i. **WHAT IS COVERED.** At Our determination, when Your covered product experiences a Failure, You will receive reimbursement for replacement of Your product in the form of a gift card equal to the original purchase price paid by You for Your covered product; excluding any sales tax.
- ii. **TERM OF COVERAGE.** The term for a Replacement Plan will begin upon date of purchase of this Contract. Coverage under a Replacement Plan will begin after a sixty (60) day WAITING PERIOD, from day 61 through the end of the term specified on Your sales receipt. For any product replacement requests during the first 60 days, please contact the retailer from whom You purchased this Contract from.
- iii. **LIMIT OF LIABILITY.** The maximum liability under the Replacement Plan shall be met if We replace Your product in its entirety with a gift card; replacement of Your product will have satisfied all obligations owed to You and coverage will then no longer be available under this Contract. The Replacement Plan does not cover trip, labor, or shipping charges.
- iv. **WAITING PERIOD.** You are subject to a sixty (60) day waiting period from the purchase date of this Contract, during which time no claims can be made. For any product replacement requests during the first 60 days, please contact the retailer from whom You purchased this Contract from.
- v. **TRANSFERABILITY.** The Replacement Plan is not transferable.

**B. REPAIR PLAN:**

- i. **WHAT IS COVERED.** At Our determination, We will furnish labor, parts, and/or replacement components (or pay for same) necessary to repair Your covered product when it experiences a Failure. The covered product under this Contract only includes the product as it was originally configured and paid for under this Contract, and coverage includes only the parts that are necessary to the functionality of the covered product. Non-original manufacturers' parts may be used if original equipment manufacturer parts are unavailable.
- ii. **TERM OF COVERAGE.** The term for a Repair Plan will begin upon date of purchase of this Contract. Coverage under a Repair Plan will begin after the expiration of the covered product's original manufacturer's warranty, and will extend through the end of the term specified on Your sales receipt.
- iii. **LIMIT OF LIABILITY.** The maximum liability owed to You under the Repair Plan will not exceed the original purchase price paid by You for Your covered product; excluding any sales tax. In the event We: (I) replace Your product with a product with equivalent specifications; (II) reimburse You for the current market value of the product with equivalent specifications; or (III) reimburse You for the retail value of the product as of the Product Purchase date, less claims made, minus sales tax, We shall have satisfied all obligations owed to You and coverage will then no longer be available under this Contract. However, if We determine that We are unable to repair Your product due to the unavailability of functional parts, service, or technical information, the maximum liability owed to You under the Repair Plan in lieu of service repairs or replacement of the product with equivalent specifications will be the lesser of: (I) the current market value of a product with equivalent specifications; or (II) the original purchase price by You for Your product; minus claims paid and excluding any sales tax, and We shall have satisfied all obligations owed to You and coverage will then no longer be available under this Contract. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We, at Our sole discretion, will determine if a replacement or reimbursement will be made. NOTE: You are responsible for creating back-ups of all Your data and software on a regular basis.
- iv. **PRODUCT REPAIR PARTS.** If Your covered product requires a repair, We may, at Our option and discretion, repair, replace or exchange it with an equivalent product of equal kind and quality, that is new or refurbished. Repair services may also be performed by subcontractors authorized by Us.

**2. TO OBTAIN AUTHORIZATION FOR REPLACEMENT.**

- A. You must obtain authorization prior to the receipt of a replacement product by submitting a claim at [www.mygearguard.com](http://www.mygearguard.com) or by calling the Administrator at 1-877-920-4400.
- B. You must have Your original covered product and Contract sales receipt available to submit a claim.
- C. You will be required to answer a series of questions regarding the products Failure in order to obtain replacement authorization.
- D. Once authorization is obtained, You will be required to return the product using a prepaid shipping label provided by the Administrator.
- E. At Our determination, You will receive reimbursement in the form of a gift card up to the original purchase price paid by You for Your covered product; excluding any sales tax.

F. At Your request, non-covered products will be returned to You at Your cost.

3. **TIME FOR SERVICE. Under a Repair Plan** service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays.
4. **PLACE OF SERVICE. Under a Repair Plan** service will be provided to You by an authorized service facility on Our behalf. After We authorize Your repair claim, We will arrange for service and We will cover the reasonable parts and labor costs that We authorize. Service will be provided either through an authorized carry-in repair facility, an in home repair facility visit, or mail-in to Our repair facility at Our sole discretion. If carry-in service is required, You will be required to transport Your product to an authorized repair facility. If mail-in depot repair service is required, We will cover the cost of shipping Your product to and from the depot repair facility. You may be asked to provide proof of purchase as a condition for receiving service under this Contract. **Your original purchase receipt should be kept with this Contract in a safe place.**
5. **RENEWABILITY.** This Contract is renewable at Our sole discretion. Neither You, the retailer, nor We are obligated to renew this Contract beyond its original term.
6. **NO LEMON GUARANTEE.** During the term of this Contract, when three service repairs, with three separate claim numbers, have been completed on the same component, and that same component requires a fourth repair, as determined by Us, Your product will be replaced with a product of like grade and quality by Us. In the event a comparable replacement cannot be located, a buyout will be provided. **This does not include repairs necessary during the manufacturer's warranty period or previous extended service contract terms.** In no event will the replacement product or buyout amount exceed the original purchase price paid by You for Your covered product. All contractual obligations are considered fulfilled upon product replacement or buyout of Your originally covered product.
7. **POWER SURGE AND SPIKE. This Contract protects** against Failure of a covered product if such Failure occurs while connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL). Your surge protector may be collected by the Administrator for examination.
8. **BUYOUT.** We may elect, at Our option, to buyout this Contract during the coverage term for the lesser of: (I) current market value of a product with equivalent specifications; or (II) original purchase price paid by You for Your covered product; minus any sales tax and claims paid. When determining the current market value of a product with equivalent specifications, a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products. All contractual obligations are considered fulfilled upon buyout of Your originally covered product.
9. **IMPORTANT NOTE.** Repairs recommended by a repair facility that are not necessitated by a Failure are not covered, unless specifically authorized by the Administrator. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the term of this Contract. Model number, serial number and original date of purchase of all products to be covered must be provided to execute authorization for service. If You request a service call for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the servicer, You must call to cancel the appointment in advance of the agreed upon time of service. If the product is found to be performing to the manufacturer's specifications, it will be returned to You.
10. **DEDUCTIBLE.** No deductible applies to this Contract.
11. **LIMITATIONS OF COVERAGE – THIS CONTRACT DOES NOT COVER:**
  - i. Any covered product located outside Canada or the continental United States, Hawaii and Alaska.
  - ii. Service required as a result of any unauthorized alteration of the covered product; repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees; or the use of supplies with the covered product other than those recommended by the manufacturer.
  - iii. Damage or other failure to the covered product due to causes beyond Our control; including, but not limited to: necessary repairs due to operator negligence; failure to maintain the covered product according to the owner's manual instructions; abuse; vandalism; theft; fire; flood; wind; freezing; power failure; short circuits; inadequate power supply; unusual atmospheric conditions; acts of war; or acts of God.
  - iv. Necessary service due to improper storage, improper ventilation, reconfiguration of covered product, or use of movement of covered product; including the failure to place the covered product in an area that complies with the manufacturer's published space or environmental requirements.
  - v. Any utilization of the covered product that is inconsistent with either its original design or the way the manufacturer originally intended the product to be used.
  - vi. Any part or accessory which is not necessary to the functionality of the covered product; such as those which are used in conjunction with or to enhance the performance of the covered product.
  - vii. Any installation that prevents Your product from operating as intended by the manufacturer.
  - viii. Periodic checkups or preventative maintenance.
  - ix. Any and all cases in which the manufacturer of the covered product would not honor any warranty regarding the covered product.
    - x. Covered products used commercially or in a commercial setting.
    - xi. Cosmetic damage; such as, but not limited to: scratches; dents; rust; or stains.
    - xii. Nonfunctional parts; such as, but not limited to: plastics; finishes; knobs; or dials.
    - xiii. Expendable or lost items; such as, but not limited to: ear buds or head phones.
    - xiv. Consumable Items; defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the covered product; regardless if it is consumer replaceable or not. For covered products that are considered to be consumer electronics, Consumable Items particularly include light bulbs, lamps, and batteries.

- xv. Pre-Existing conditions incurred prior to the effective date of coverage and known to You (Pre-Existing means a condition in existence prior to the issuance of this Contract that within all reasonable functional, mechanical, or electrical probability relates to the overall fitness of Your covered product).
- xvi. In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's recall, improper construction, or factory bulletins; regardless of whether or not the manufacturer is doing business as an ongoing enterprise. Defects in the covered product due to manufacturer's error or improper construction of the product.
- xvii. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered product, or damages as a result of any repairs or replacements under this Contract. Damages caused by delays in rendering service or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts are not covered.
- xviii. Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the covered product.
- xix. Operational or mechanical failure that is not reported within 30 days of failure onset, or prior to the expiration of this Contract.
- xx. Products sold without a manufacturer's warranty or sold "as is", or new products with less than thirty (30) days left on the original manufacturer's warranty.
- xxi. Loss or damage as a result of violation of existing federal or provincial codes; including repairs to products not complying with said codes.
- xxii. Products in which the attached serial plate has been removed, defaced or made illegible.
- xxiii. Any incident in which a "no failure found" (or similar) diagnosis is made by Us or Our representative. Additional shipping charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.
- xxiv. Misuse, abuse, rentals, unauthorized repairs and/or parts by others, squeaking or other noises, or parts designed for replacement during the life of the product such as bulbs and filters.
- xxv. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal made by You or Your representative.
- xxvi. De-installation and/or removal of defective equipment and reinstallation of replaced equipment, or adjustments and/or repairs required because of conditions at Your location.
- xxvii. Any food loss due to product failure.
- xxviii. Service calls to Your home.

**12. OTHER INSURANCE.** In the event any benefits provided to you under this Contract are recoverable under an insurance policy, this Contract will cover any applicable deductible as long as it does not exceed Your Limit of Liability

**13. LIMITATION OF LIABILITY. IN NO EVENT SHALL WE, THE ADMINISTRATOR, THE DEALER/RETAILER, THEIR AGENTS, CONTRACTORS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED PRODUCT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.**

**14. CANCELLATION AND REFUND.** You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price of this Contract, minus any claims paid. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, minus any claims paid.

**15. RIGHT TO RECOVER FROM OTHERS.** If We make any payment under this Contract and You have a right to recover against another party, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**16. COVERAGE AND TERM.** The Administrator will assist You in understanding Your coverage benefits from the day You purchase Your Plan. If Your covered product needs repair, You should contact the Administrator at [mygearguard.com](http://mygearguard.com), call the Administrator at 1-877-920-4400 or You may submit Your claim in writing to 2500 East Kearney Street, Springfield, MO 65898. With any correspondence, please provide Your daytime phone number and claim number if applicable.

**17. ENTIRE CONTRACT.** This document, along with the sales receipt for Your Product, is the entire Contract and no other oral modifications are valid.

**18. MANUFACTURER'S WARRANTY.** This Contract does not replace or change the terms and conditions of the covered product's original manufacturer's warranty.

**If You have any questions, require customer service, or wish to report a claim, please visit: [mygearguard.com](http://mygearguard.com), or contact TMFS at 2500 East Kearney Street, Springfield, MO 65898, 1-877-920-4400.**

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Signature

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Name (please print):