



SMALL APPLIANCE REPLACEMENT PLAN

CONTRACT NUMBER:

COVERAGE

Subject to the Terms and Conditions (please see back of this Contract):

- This Replacement Plan can only be used after the expiration of the original manufacturer's warranty period.
- Item covered should only have a one (1)-year manufacturer's warranty.
- Coverage period is effective for one (1) year after the expiration of the manufacturer's warranty.
- Replacement Plan only covers the same as the original manufacturer's warranty coverage.
- One (1)-time item replacement only.
- Maximum amount of coverage is equivalent to appliance amount.
- Transferrable ownership of LEX Small Appliance Replacement Plan.
- **NOT VALID FOR BUSINESS OR COMMERCIAL USE.**

DATE OF ITEM PURCHASE	DEALER BRANCH
INVOICE NUMBER	APPLIANCE AMOUNT
PRODUCT TYPE	PRODUCT BRAND
PRODUCT MODEL	PRODUCT SERIAL NUMBER
CUSTOMER'S CONTACT DETAILS (Landline no. / Cellphone no. / E-mail add.)	SELLER NAME & CODE

CONTACT DETAILS:

TEXT: CLAIMS<space>CONTRACT NO.<space>MESSAGE and send to 0918 990 3487
EMAIL: claims@lexservices.ph
OFFICE HOURS: MON. – FRI. (9:00 AM TO 6:00 PM)
CONTACT NUMBER (Landline): (02) 254 7616
CONTACT NUMBER (Mobile): 0918 990 3487

I hereby warrant that all personal information and sensitive personal information, as these terms are defined in Republic Act No. 10173 or the Data Privacy Act of 2012 (collectively, "information"), given by me are true, correct and updated to the best of my knowledge, freely and voluntarily given to LEX Services, Inc. (LEX).

I agree and consent that the information is being collected, used, processed and recorded for purposes which are relevant and necessary in securing an extended warranty contract or transacting a business or any activity with LEX. I hereby authorize LEX, its directors, officers, consultants, employees, and duly authorized representatives to keep, store, update, use, access, and process the information given to it, and to share, transfer, or disclose the information, including this form, to LEX's affiliates, subsidiaries, contractors, partners, agents and representatives, intermediaries, industry associations, and third parties, such as but not limited to outsourced service providers, adjusters, salvage buyers, banks, external auditors, and local and foreign regulatory authorities, for purposes of marketing or promotional information campaign, provision of any products, services, or offers through mail/email/fax/SMS/telephone or any type of electronic facility, profiling, research, studies/customer satisfaction surveys, statistical and risk analysis, tax monitoring, review, reporting, and complying with court and other lawful order and requirements under the Anti-Money Laundering Act, Credit Information System Act, and other applicable laws, subject to appropriate security safeguards. If purchasing, transacting, and/or acting in behalf of other person(s), I hereby warrant that I am duly authorized to perform such acts, and that I am duly allowed to give their information to LEX and to give consent on their behalf. I hereby bind myself to advise all other persons in whose behalf I have acted of all the terms and conditions herein. I also authorize LEX to verify and investigate the information given by me, including submitted documents, from whatever source it may consider appropriate. I understand that LEX can store my information for a period of five (5) years from the conclusion of my transactions with LEX or until the expiration of the retention limits set by applicable law, whichever comes later.

I have the right to access the given information, and I undertake to correct, rectify, or supplement information should any information be found to be inaccurate or incomplete. I shall notify LEX in writing of any changes in the information given above. I will hold LEX free and harmless from any liability that may arise as a result of the authorization given above.

Customer's Printed Name

Customer's Signature

Data Privacy Law and Regulations

Dear Valued Client:

We wish to update you of the regulatory developments on data privacy and security. In August 2012, Congress enacted Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 (DPA). After four (4) years, the National Privacy Commission (NPC) issued the implementing Rules and Regulations of the DPA (IRR), which provides for the guidelines on the implementation of the DPA.

In accordance with these issuances, we wish to notify you that LEX Services Inc. (LEX) will continue to process your personal information, sensitive personal information and privileged information (collectively "Personal Data") in the course of our servicing of your account/s with us.

- **Personal information** refers to any information, whether recorded in material form or not, that will directly ascertain the identity of an individual. This includes your name, address, and contact information.
- **Sensitive personal information** is personal information that includes your age, date of birth, marital status, social security and other government identification numbers, policy information, and financial information.
- **Privileged information** is any and all forms of information which under the Rules of Court and other pertinent laws constitute privileged communication, such as, but not limited to, information acquired in fiduciary relationships.

Authorization and Consent

As a data subject of LEX who avails of our services:

- You warrant that all personal data given to LEX are true and correct to the best of your knowledge, freely and voluntarily given for purposes which are relevant and necessary in the administration of your contract, in providing services to you or for other reasonable services it provides or improvements/upgrades in its systems and business processes, including but not limited to data analytics and automated processing, in transacting a business or any activity with LEX.

- You explicitly authorize LEX, its directors, officers, consultants, employees, and duly authorized representatives to keep, store, update, use, access, process, and enter in the processing system the personal data given to it, and to share, transfer, or disclose the data to LEX's affiliates, subsidiaries, contractors, partners, agents and representatives, intermediaries, industry associations, and third parties, such as but not limited to outsourced service providers, adjusters, salvage buyers, banks, external auditors, and local and foreign regulatory authorities for purposes of marketing or promotional information campaign, provision of any products, services, or offers through mail/email/fax/SMS/telephone or any type of electronic facility, profiling, research, studies/customer satisfaction surveys, statistical and risk analysis, tax monitoring, review, and reporting, and complying with court and other lawful order and requirements under the Anti-Money Laundering Act, Credit Information System Act, and other applicable laws subject to appropriate security safeguards.

- You authorize LEX to store your personal data for a period of five (5) years from the conclusion of your transactions with LEX or until the expiration of the retention limits set by applicable law, whichever comes later.
- You will hold LEX free and harmless from any liability that may arise as a result of the authorization given.

Contact Us

Should you wish to access, update, or correct your information, or withdraw consent to the use of any of your information as set out in this letter, you may communicate with LEX's Data Protection Officer at data@lexservices.ph or at (02)254-7616. You may file complaints with, and/or seek assistance from the NPC.

If you have questions about this letter, LEX's Privacy Policy Statement, or data processing activities, you can contact us by sending us an email at information@lexservices.ph. **Should you wish to opt out of receiving direct marketing information**, please email us at information@lexservices.ph, or call our Customer Service at telephone no. (02) 254-7616 or 0918-990-3487. Our business hours are from 9:00 AM to 6:00 PM, Mondays to Fridays.

Very truly yours,
LEX Services Inc.
This is a computer-generated form and does not require a signature



TERMS AND CONDITIONS

WHAT IS COVERED:

The Dealer, through its small appliance replacement plan administrator, LEX Services, Inc. (LEX), agrees to provide for a one (1)-time replacement of the covered Product if the Product is found defective during the term of one (1) year from the expiration of the manufacturer's original written warranty. The small appliance should only have a manufacturer's original warranty which expires one (1) year from the date of purchase as indicated on the original sales invoice. All provisions of the original manufacturer's warranty apply. The original sales invoice, original manufacturer's warranty and this original Small Appliance Replacement Plan Certificate are integral parts of this Replacement Plan.

The term "small appliance" shall be limited to the appliances listed in the official Small Appliance Replacement Plan Pricelist of the Dealer, which is deemed incorporated in this Contract. It is understood that any replacement product to be issued or given to the Customer by the Dealer or by LEX is not included or covered by this Small Appliance Replacement Plan Certificate, and such replacement product is not eligible for a new replacement plan.

HOW TO OBTAIN REPLACEMENT:

When replacement is needed after the manufacturer's warranty has expired, the Customer should contact the LEX hotline at (02) 254-7616 or 0918-990-3487 for instructions regarding replacement. It is the Customer's obligation and risk to deliver the covered Product to the Dealer's Branch, along with the original of this Replacement Plan Certificate. **If the Product is covered under this Replacement Plan, the Dealer, at its option, will issue a replacement product of like kind and quality, with value not exceeding the actual cash value stated on the invoice of the covered Product. In the event that the price of the replacement unit is higher than the actual cash value stated on the invoice of the covered Product, the customer shall pay for the price difference.** This Replacement Plan covers replacement of the specified covered item only. It does not cover the new replacement product. The replaced product becomes the property of LEX.

IMPORTANT: BOTH THE ORIGINAL REPLACEMENT PLAN CERTIFICATE AND THE ORIGINAL SALES INVOICE ARE REQUIRED FOR THE PRODUCT REPLACEMENT. NO ORIGINAL REPLACEMENT PLAN CERTIFICATE OR NO ORIGINAL SALES INVOICE, STRICTLY NO REPLACEMENT OF ITEM.

ONLY MECHANICAL AND ELECTRICAL FAILURES INHERENT TO MANUFACTURER'S DEFECT CAN QUALIFY FOR THE PRODUCT REPLACEMENT. OTHER CAUSES OUTSIDE THE ORIGINAL MANUFACTURER'S WARRANTY WILL NOT BE COVERED.

ADDITIONAL EXCLUSIONS: All exclusions as described in the original manufacturer's warranty for the covered item apply. This includes, but is not limited to: defective power cords, failure due to the inability to operate or adjust controls; failure caused by conditions other than mechanical or electrical failure; damage caused by accidents, abuse, neglect, misuse, or lack of normally required maintenance; batteries; the introduction of dirt or foreign objects and water damage into the covered Product; damage resulting from any commercial use of covered item; damage caused by theft or other crime, fire, power surges, fortuitous events, or acts of God; and repairing, refinishing, or replacing of lost or damaged external cosmetic parts, such as, but not limited to, knobs, buttons, levers, lids and accessories.

Furthermore, a product or brand is non-eligible if it is not included in the official Small Appliance Replacement Plan Pricelist of the Dealer where the product/model was purchased, the terms of which are incorporated in this Replacement Plan.

LIABILITY:

CUSTOMER'S MAXIMUM ENTITLEMENT SHALL IN NO EVENT EXCEED THE ACTUAL CASH VALUE STATED ON THE INVOICE OF THE COVERED PRODUCT. Neither the Dealer nor LEX shall in any event be liable to person or property for any damages, incidental, contingent, special or consequential arising out of any delay in fulfilling the terms of this Replacement Plan or the use of or inability to use any equipment, or for any claim by any other party. **THIS IS A REPLACEMENT PLAN. IF ANY PRODUCT IS NOT IN GOOD WORKING ORDER DUE TO MECHANICAL AND/OR ELECTRICAL DEFECTS (SUBJECT TO THE ABOVE EXCLUSIONS), THE CUSTOMER'S SOLE REMEDY SHALL BE REPLACEMENT.**

CUSTOMER CERTIFICATION:

The Customer certifies that the Dealer's and LEX's undertaking is the satisfactory operation of the covered Product upon the expiration of the manufacturer's original warranty in accordance with this Replacement Plan, and that this Replacement Plan was purchased exclusively for the covered Product.

CANCELLATION:

Cancellation of this Replacement Plan shall be allowed with full refund of the purchase price of this Replacement Plan, within thirty (30) calendar days from the purchase date of this Replacement Plan only, provided no claim has been made yet. Cancellations after said period up to the last day of the manufacturer's original warranty shall be imposed a service charge of fifty percent (50%) of the amount paid for this Replacement Plan as indicated on the Sales Invoice issued by the Dealer. Return the original of both this Replacement Plan Certificate and Sales Receipt to the Dealer to obtain a refund. No refund shall be given once the Replacement Plan period commences.

TRANSFER:

This Replacement Plan may be transferred to a new owner of the covered Product as long as notice of such transfer is given to, and coordinated with LEX at (02) 254-7616 or 0918-990-3487 within fifteen (15) calendar days from the transfer. This Replacement Plan may not be used for another item.