

**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 mechanical and electrical failure due to manufacturer's defect, or other causes covered by the original manufacturer's warranty coverage, subject to the provisions/exclusions specified at the back of this Contract and to LEX's approval.
- One (1)-time item replacement only.
- Maximum amount of coverage is equivalent to appliance amount, or the highest appliance price for the specific product line/category covered by LEX at the time of purchase, identified as the LEX Coverage Amount, whichever is lower.
- Transferrable ownership of LEX Small Appliance Replacement Plan.
- **NOT VALID FOR BUSINESS OR COMMERCIAL USE.**
- **NO FREE APPLIANCE CLEANING INCLUDED.**

DATE OF ITEM PURCHASE	DEALER BRANCH
APPLIANCE AMOUNT	LEX COVERAGE AMOUNT
INVOICE NUMBER	PRODUCT BRAND
PRODUCT TYPE	PRODUCT MODEL
PRODUCT SERIAL NUMBER	SELLER NAME & CODE
	/
CUSTOMER / CUSTOMER CONTACT DETAILS (Landline no. / Cellphone no. / Email add.)	

**CONTACT DETAILS**

**EMAIL:** [claims@lexservices.ph](mailto:claims@lexservices.ph)  
**CONTACT NO. (Mobile):** 09189903487 / 09564091953  
**CONTACT NO. (Landline):** (02) 8254-7616  
**OFFICE HOURS:** MON. – FRI. (9:00 AM TO 6:00 PM)

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, complete, 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 (LEX collects Personal Data physically through printed forms, attachments, and other documents required for processing Extended Warranty contracts, and electronically through electronic forms, via email, or inputting of information directly by the data subject, or the data subject's agent or authorized representative.), 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, LEX-authorized dealers and service centers, 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, complaints management, statistical and risk analysis, tax monitoring, review, reporting, audit and administrative purposes and complying with court and other lawful governmental order and requirements under the Anti-Money Laundering Act, Credit Information System Act, and other applicable laws, subject to appropriate security safeguards. I further authorize LEX to verify and investigate the information I have given, 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.

**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) 8254-7616. 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](mailto:information@lexservices.ph). Should you wish to opt out of receiving direct marketing information, please email us at [information@lexservices.ph](mailto:information@lexservices.ph), or call our Customer Service at telephone no. (02) 8254-7616 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

### A. COVERAGE:

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 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 LEX 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. In the event this Contract is issued by the Dealer for an appliance with a higher appliance price than that covered by LEX in the official LEX Small Appliance Replacement Plan Pricelist of the Dealer, the total coverage of this Contract shall not exceed the amount you paid for the Product or the highest appliance price covered by LEX in the Small Appliance Replacement Plan pricelist at the time of the purchase of the Product, identified herein as the LEX Coverage Amount, whichever is lower. For Contracts issued by the Dealer for appliances that are not included in the official LEX Small Appliance Replacement Plan Pricelist of the Dealer, LEX shall have the sole right to determine whether to cover the claim, subject to this Section, or to cancel this Contract, with a full refund of the paid Small Appliance Replacement Plan purchase price to be provided to the customer.

**B. ELIGIBILITY:** Only Products (i) manufactured for use in the Philippines; (ii) purchased new from any of the recognized and authorized dealers listed on LEX's website, or on LEX's Online Sales Portal and indicated on the application form, which at the time of purchase included the manufacturer's complete warranty valid in the Philippines; and (iii) are included in the official LEX Small Appliance Replacement Plan Pricelist of the Dealer, shall be eligible. All eligible Products shall exclusively be for personal and household use only.

### C. REPLACEMENT PROCESS:

1. When replacement is needed after the manufacturer's warranty has expired, the Customer should contact the LEX hotline at (02) 8254-7616, 0918-990-3487, or 0956-409-1953 for instructions regarding replacement.
2. The expenses, risk and obligation to deliver and pick-up the covered Product, along with the original copy of this Replacement Plan Certificate, Sales Invoice, and, if applicable, the Airway Bill, Delivery Receipt or other similar document issued by the Dealer indicating the product's Serial Number, to/from the Dealer's Branch shall be shouldered by the Customer.
3. Only LEX's authorized service centers or dealers shall be allowed to perform the check-up and replacement of the Product. Check-up, repair or replacement made by unauthorized service center or store personnel shall be considered "Tampered", and the Customer shall be disqualified to claim through this Replacement Plan.
4. LEX has the sole right to determine whether the Product is eligible for the one (1)-time replacement.
5. If the Product is covered under this Replacement Plan, LEX, at its option, and through its selected Dealer's Branch, will issue a replacement product of a like or equivalent quality, with value not exceeding the actual cash value stated on the invoice of the covered Product.
6. 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, or the highest appliance price covered by LEX in the Small Appliance Replacement Plan pricelist at the time of purchase, whichever is lower, the Customer shall pay for the price difference.
7. This Replacement Plan covers replacement of the specified covered item only and shall not cover the new replacement product. The replacement product shall not be subject to product replacement under this Replacement Plan.

**IMPORTANT: THE ORIGINAL REPLACEMENT PLAN CERTIFICATE AND THE ORIGINAL SALES INVOICE ARE REQUIRED FOR THE PRODUCT REPLACEMENT. IN THE EVENT THIS REPLACEMENT PLAN WAS PURCHASED THROUGH A LEX-AUTHORIZED ONLINE PLATFORM, THE AIRWAY BILL OR DELIVERY RECEIPT INDICATING THE PRODUCT'S SERIAL NUMBER SHALL ALSO BE REQUIRED. NO ORIGINAL REPLACEMENT PLAN CERTIFICATE, ORIGINAL SALES INVOICE, AND, IF APPLICABLE, THE AIRWAY BILL OR DELIVERY RECEIPT, 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.**

**D. ADDITIONAL EXCLUSIONS:** All exclusions as described in the original manufacturer's warranty for the covered item apply. This includes, but is not limited to:

1. Defective power cords;
2. Failure due to the inability to operate or adjust controls;
3. Failure caused by conditions other than mechanical or electrical failure;
4. Damage caused by accidents, abuse, neglect, misuse, or lack of normally required maintenance;
5. Short-circuited batteries, or if the seals of the battery enclosure or the cells are broken or show evidence of tampering, or by the fact that the battery has been used in equipment other than those for which it has been specified;
6. The introduction of dirt, insects, rodents, animals, or foreign objects and water damage into the covered Product;
7. Damage resulting from any commercial use of covered item;
8. Damage caused by theft or other crime, fire, power surges, fortuitous events, or acts of God;
9. Repairing, refinishing, or replacing of lost or damaged external appearance, cosmetic, aesthetical parts or structural items, such as, but not limited to, knobs, buttons, levers, lids and accessories;
10. Product with removed/tampered/defaced/altered/illegal serial numbers, IMEI number, warranty seal, or water indicator;
11. Misuse or use not in accordance with the user manual;
12. Abuse or rough handling;
13. Exposure to moisture, dampness or extreme thermal or environmental conditions or rapid change in such conditions;
14. Accidental or intentional damage;
15. Unauthorized modifications or connections;
17. Malfunction caused by external causes, including but not limited to radio interference, power voltage fluctuations and defective cellular network function;
18. Improper connection to the equipment;
19. Corrosion, oxidation, exposure to environmental conditions;
20. Improper use of electrical source;
21. Battery leakages, stains, and cracks;
22. Cosmetic damage or physical damage to the surface of the Product, including but not limited to cracks, dents, or scratches on the LCD screen or camera lens;
23. Software, tape or film damaged by malfunctioning part;
24. Damage to or due to software or software upgrades;
25. Upgrade of components (incompatibility of parts or incorrect installation);
26. Damages in excess of the purchase price of the Product (including consequential, indirect, special, incidental, punitive, general or loss of profits or any such damage due to delay in rendering service under this Replacement Plan);
27. Broken or cracked LCD screens;
28. Office use or multi-user usage, and/or commercial use or any other use which directly generates income due to its usage;
29. Product that has been opened, modified or repaired by anyone other than LEX's authorized service center, or has been repaired using unauthorized spare parts; and/or
30. Reconditioned or secondhand units.

### E. LIABILITY:

1. **CUSTOMER'S MAXIMUM ENTITLEMENT SHALL IN NO EVENT EXCEED THE ACTUAL CASH VALUE STATED ON THE INVOICE OF THE COVERED PRODUCT.**
2. Neither the Dealer nor LEX shall in any event be liable to persons or property for any damages, incidental, contingent, special or consequential arising out of any delay in fulfillment of the terms of this Replacement Plan, or the use of, or inability to use any equipment, or for any claim by any other party.
3. **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.**
4. If the Product was replaced by the manufacturer during the manufacturer's warranty period, the Customer must have informed LEX, through the hotline provided in Section C(1), of the new Serial Number of the Product, within fifteen (15) calendar days from the date of such replacement.
5. The Customer represents and warrants that the statements and information provided to LEX are true, accurate/correct, complete, and updated. LEX shall not be liable for any untruthful or misleading statement of a material fact or omission of a material fact whether intentional or otherwise.
6. LEX shall not be liable if any of the documents or information submitted by the Customer in applying for or claiming under this Replacement Plan is fraudulent, false or misleading in any material respect.

### F. CUSTOMER CANCELLATION:

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.

### G. CANCELLATION:

Cancellation of this Replacement Plan shall be allowed with a refund of the purchase price of this Replacement Plan, subject to imposition of a service charge, within seven (7) calendar days from the purchase date of this Replacement Plan only; Provided, no claim has been made yet. Return of the original copies of both the Replacement Plan Certificate and Sales Receipt to the Dealer is required to obtain a refund. No refund shall be given once the claim for the Replacement Plan period commences.

### H. 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) 8254-7616, 0918- 990-3487, or 0956-409-1953 within fifteen (15) calendar days from the transfer. This Replacement Plan may not be used for another item.