



# EXTENDED WARRANTY CONTRACT

CONTRACT NUMBER: \_\_\_\_\_

## COVERAGE

### SUBJECT TO THE TERMS AND CONDITIONS

[please see back of this two (2)-page Contract]:

- This LEX Services Inc. (LEX) Extended Warranty can only be used after the expiration of the original warranty period provided by the manufacturer or official Philippine distributor, as indicated in this Contract. This Extended Warranty does not apply to parts within the coverage of the manufacturer's or other providers' special parts warranty or extended warranty, and during the effectivity period thereof.
- LEX's warranty has the same coverage as the manufacturer's warranty, subject to the provisions/exclusions specified in this Contract. Among others, courier costs shall not be shouldered by LEX, unless covered by the manufacturer's warranty. Should there be any conflict between the manufacturer's warranty and this Contract, this Contract shall prevail.
- Free service repair on parts and labor, subject to check-up by LEX's authorized service center and approval from LEX. To avail of LEX's services, the Contract owner must: (i) contact LEX not later than (a) forty-eight (48) hours from the time of Product/part(s) breakdown for Accidental Damage, including Liquid Damage, (ADLD) claims, or (b) fifteen (15) calendar days from the date of Product/part(s) breakdown for other claims; (ii) present to LEX this full two (2)-page Contract, and the sales invoice and delivery receipt/airway bill (if applicable); and (iii) present the Product to LEX's authorized courier/service center/Dealer within fifteen (15) calendar days from first notifying LEX as stated above.
- Maximum amount of coverage is equivalent to the Appliance Amount, or the LEX Coverage Amount stated herein, whichever is lower. For selected parts, as enumerated at the back of this Contract, only a one (1)-time replacement shall be applied.
- Replacement or cash remuneration shall be subject to LEX's approval.
- Transferrable ownership of this LEX Extended Warranty Contract.
- **NO FREE APPLIANCE CLEANING INCLUDED.**
- **NOT VALID FOR BUSINESS OR COMMERCIAL USE.**
- **FOR MOBILE DEVICES WITH GADGET GUARD, ONE (1)-YEAR ADDL COVER IS INCLUDED FROM THE ITEM PURCHASE DATE.**

ITEM PURCHASE DATE	DEALER BRANCH	REF. NO. (if applicable)
APPLIANCE AMOUNT	LEX COVERAGE AMOUNT	PAYMENT TYPE
INVOICE NUMBER	PRODUCT BRAND	
PRODUCT TYPE	PRODUCT MODEL	
PRODUCT SERIAL/IMEI NO.	SELLER NAME & CODE	
ORIGINAL WARRANTY PERIOD	EXTENDED WARRANTY PERIOD	
<input type="checkbox"/> 1 yr. <input type="checkbox"/> 2 yrs. <input type="checkbox"/> 3 yrs.	<input type="checkbox"/> +1 yr. <input type="checkbox"/> +2 yrs. For Mobile Phones/Tablets with 1-yr. ADLD only: <input type="checkbox"/> +3 mos. <input type="checkbox"/> +1 yr.	
CUSTOMER CONTACT DETAILS (Landline no./Cellphone no./E-mail add.)		

### **CONTACT DETAILS:**

EMAIL: [claims@lexservices.ph](mailto:claims@lexservices.ph)

CONTACT NO.: 0919-170-0131

FACEBOOK (Messenger): [facebook.com/lexservicesph](https://www.facebook.com/lexservicesph)

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, through printed or electronic forms (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-authorized dealers and service centers, and all other LEX 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, taxation, 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. If purchasing, transacting, and/or acting in behalf of other person(s), I hereby warrant that I am a duly authorized representative or agent to perform such acts, and that I am duly allowed to give the principal's 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 for of all the terms and conditions herein. I also 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 laws, whichever comes later. I will hold LEX free and harmless from any liability that may arise as a result of the authorization given above.

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 communicate with LEX's Data Protection Officer at [data@lexservices.ph](mailto:data@lexservices.ph) or at 0919-170-0131 should I wish to access, update, or correct my information, or withdraw consent to the use of any of my information as set out in this Contract. Should I have questions about this Contract or LEX's Privacy Policy or data processing activities, or should I wish to opt out of receiving direct marketing or promotional information, I shall inform LEX at [information@lexservices.ph](mailto:information@lexservices.ph) or call at telephone no. 0919-170-0131, which has business hours of 9:00 AM-6:00 PM, Mondays to Fridays. I also have the right to file a complaint with or seek the assistance of the National Privacy Commission.

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, 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 and sensitive personal information (collectively, "Personal Data") in the course of servicing your accounts with us.

• **Personal information** refers to any information, whether recorded in material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify the 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 number and other government identification card details, images and numbers, policy information, financial information, other information issued by government agencies which are peculiar to an individual, and those information which are specifically established by executive order or law to be kept classified.

### 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 for 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, 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, taxation, 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.

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 to arise as a result of the authorization given.

### Contract 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](mailto:data@lexservices.ph) or at 0919-170-0131. 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 or promotional information, please email us at [information@lexservices.ph](mailto:information@lexservices.ph), or call our Customer Service at telephone no. 0919-170-0131.

Our business hours are from 9:00 AM-6:00 PM, Mondays to Fridays.

Very truly yours,

**LEX Services Inc.**

This is a computer-generated form and does not require a signature.

KEEP THIS TWO (2)-PAGE CONTRACT, AND THE SALES INVOICE AND DELIVERY RECEIPT/AIRWAY BILL. IN CASE OF CLAIMS, THESE SHALL BE REQUIRED FROM YOU.

**COVERAGE & PERIOD:** This Extended Warranty extends the coverage provided by the manufacturer or official Philippine distributor of the appliance for parts and/or labor ("Manufacturer's Warranty") for a period indicated in this document ("Extended Warranty Period"). The Extended Warranty Period shall commence immediately upon the expiry of the Manufacturer's Warranty. For purposes of determining the commencement date of the Extended Warranty Period, the length of the Manufacturer's Warranty, which begins on the date of the purchase of the Product ("Item Purchase Date"), is stated in the first page of this document ("Original Warranty Period"). In the event of a breakdown of the Product during the Extended Warranty Period, the Dealer, through its warranty extension program administrator, LEX Services Inc. ("LEX"), shall arrange for an authorized service center to repair or replace the part/s which may be found defective and is part of the coverage of the Manufacturer's Warranty, subject to the terms and conditions herein. "Product" shall be defined as the appliance, mobile phone, tablet, or gadget purchased, excluding its accessories and batteries. "Breakdown" shall be defined as failure of the covered part/component to work as it was designed to work under normal usage. Only if the Manufacturer's Warranty covers on-site service charges shall LEX cover on-site service. This Contract's total coverage, including reimbursement for all covered check-up/transport/other fees incurred in connection with the Product's repair/replacement/diagnosis, shall not exceed the amount the customer paid for the Product indicated in the Sales Invoice issued by the Dealer, subject to the following paragraph.

In case this Contract is issued by the Dealer for an appliance, mobile phone, tablet or gadget with a higher appliance price than is covered by LEX for that appliance/gadget category, the Dealer's LEX Warranty Extension Price List at the time of purchase (deemed incorporated in this Contract), the total coverage of this Contract shall be the amount the customer paid for the Product or the highest appliance price for the appliance product line/category covered by LEX at the time of the purchase of the Product, identified herein as the LEX Coverage Amount, whichever is lower.

**B. ELIGIBILITY:** Only Products (i) manufactured or use or distributed in, and legally imported into the Philippines; (ii) purchased new from any recognized and authorized dealer listed on LEX's website or Online Sales Portal and indicated on the application form, which at the time of purchase included the Manufacturer's Warranty valid in the Philippines; and (iii) are included in the Dealer's official LEX Warranty Extension Price List, shall be eligible. All eligible Products shall exclusively be for personal and household use.

1. For this purpose, "personal and household use only" shall mean any use within the residential premises of the customer, and/or of his/her family members and/or servant(s), and shall exclude: (i) the use for any purpose other than for which the Product was intended; (ii) use by any person or common use by multiple users, other than the customer's family members and/or servant(s); (iii) use outside the premises of the customer's residence or any form of outdoor use, unless the Product is specifically designed for such; (iv) use for business purposes, such as but not limited to office/warehouse/clinic/government use; (v) any form of use for income and/or rental/lease; and (vi) use that is similar to analogous to the foregoing. 2. For Contracts issued by the Dealer for appliances/mobile phones/tablets/gadgets not included in the Dealer's LEX Warranty Extension Price List at the time of purchase, LEX shall reserve the sole right to determine whether to cover the claim, subject to Clause A(1), or to cancel this Contract, with a full refund of the paid warranty extension price to be provided to the customer.

**IMPORTANT: THE DEALER'S ORIGINAL SALES INVOICE INDICATING THE INCLUSION OF EXTENDED WARRANTY IN THE PURCHASE OF THE PRODUCT, THIS TWO (2)-PAGE EXTENDED WARRANTY CONTRACT, AND, IF APPLICABLE, THE AIRWAY BILL/DELIVERY RECEIPT INDICATING THE PRODUCT'S SERIAL/ INTERNATIONAL MOBILE EQUIPMENT IDENTITY (IMEI) NUMBER SHOULD BE SUBMITTED BY THE CUSTOMER TO LEX FOR THE REPAIR/REPLACEMENT OF THE PRODUCT.**

#### C. CHECK-UP & REPAIR:

In case of breakdown of the Product, the customer must immediately, and not later than fifteen (15) calendar days from the date of the breakdown, report the case of Accidental Damage under Clause F, notify LEX by contacting 0919-170-0131, claims@lexservices.ph, or facebook.com/lexservices.ph (direct message). Upon verifying the customer's contract information, LEX shall promptly coordinate with the nearest authorized service center. For this purpose, the customer appoints LEX as his/her attorney-in-fact, and gives LEX full power and authority to act on his/her behalf during the Original Warranty Period and Extended Warranty Period, to communicate/coordinate with and give to the service center the necessary instructions for the repair of the Product, and to do all acts as LEX may deem proper, necessary, or convenient to give effect to this provision. The powers herein granted shall not be revoked while this Contract is in force and effect, and all acts that may be executed by LEX by virtue of said authority are hereby ratified and confirmed by the customer. Calls may be recorded and as such, the customer, in making calls to LEX, hereby, unconditionally and irrevocably: (i) authorizes and grants LEX/its service providers the absolute discretion to record, or use any device which LEX/its service providers may deem appropriate/advisable (including, without limitation, tape recorders and other recording instruments) to record, any communication/spoken word, including telephone and email communication, between the customer/customer's representative and any representative of LEX in the course of, or in connection with, any transactions or dealings under this Extended Warranty or which may relate or pertain hereto; and (ii) authorizes LEX and its representatives to replay/submit, communicate the contents, either orally or in writing, or provide transcriptions of the recording, whether in whole or in part, to third persons, including government agencies, as LEX may deem fit. The customer agrees any such recording may be submitted in evidence in any court or any proceedings for the purpose of establishing any transaction or any matter pertinent to this Extended Warranty.

2. The customer should bring the Product to the authorized service center or Dealer, or present the Product to LEX's authorized courier/service center/Dealer during the scheduled pick-up or on-site visit arranged by LEX, for check-up and/or repair within fifteen (15) calendar days from the date LEX was first notified of the Product breakdown, unless a longer period is approved by LEX in writing. Failure of the Customer to comply with the requirements in Clauses C(1)-(2) shall make the Product ineligible for repair/replacement under this Contract.

3. Only LEX's authorized service centers/Dealers shall be allowed to perform check-up and repair/replacement of the Product. If check-up, repair or replacement is made by unauthorized personnel or establishments, the Product shall be considered "Tampered." For Tampered Products, the cost of repair/replacement shall not be reimbursed to the customer, and this Extended Warranty shall be automatically terminated under Clause H.

4. Prior to any repair and/or replacement due to Product breakdown, the authorized service center must first obtain approval from LEX. No reimbursement/payment shall be given for non-compliance with this condition. Only the parts and labor charges indicated in the quotation or estimate approved by LEX shall be paid.

5. LEX has the sole right to determine whether a breakdown will be remedied by repair or replacement. At its sole option, LEX will either: (i) cause the repair of the Product using new or previously used parts equivalent to new in performance and reliability, or (ii) cause the one (1) time replacement of the Product with one at least functionally equivalent to the defective Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability. In case of replacement, the cost of the replacement Product shall not exceed the original purchase amount of the Product, or the LEX Coverage Amount, whichever is lower. If the Product has been repaired during the Extended Warranty Period and a replacement shall be implemented, the reimbursement shall not exceed the LEX Coverage Amount less the amount paid for repairs already done during the Extended Warranty Period. In the event of replacement, the Product shall be surrendered to LEX before replacement or release of cash settlement. The cost of bringing the defective Product to LEX or any other office it shall designate shall be for the customer's account.

6. If the spare part is not available from stocks held in the Philippines, LEX may pay the amount of such part, provided the amount paid shall be limited to: a. (i) the price quoted in the latest catalogue/price list issued by the manufacturer or its agents in the Philippines, or (ii) if no such catalogue/price list exists, the price last obtained from the manufacturer plus the reasonable cost of transport other than by air to the Philippines, and the amount of the relative import duty; and b. The reasonable cost of fitting such part by LEX's authorized service center, which cost may be paid by LEX directly to said service center in line with Clause C(7); and, provided, further that the amount to be paid by LEX shall not exceed the purchase price of the Product, or the LEX Coverage Amount, whichever is lower.

7. If the customer, prior to the expiry of the Extended Warranty Period, can purchase the spare part after a settlement is made under Clause C(6), he/she shall personally arrange for LEX's authorized service center to install the said part or coordinate with LEX to have the latter arrange such installation by an authorized service center. For this purpose, the customer shall immediately, but not later than fifteen (15) calendar days from the customer's actual receipt of the settlement amount, present the Product and the part to the authorized service center for installation. In cases where the customer makes a personal arrangement with the authorized service center, the customer shall be responsible for setting up and/or installation of the Product. When coordination with the service center is conducted by LEX, LEX shall settle the cost of installation directly to the service center.

8. Only one (1)-time replacement shall apply for optical lens, DVD reader, MPEG board, electronic control board, lens filter, fans, projection TV lamps/bulbs, compressor, motor, evaporator, condenser and tub/base assembly. 9. LEX shall not be liable to the customer if the service center fails to complete the repair of the Product within its committed time frame for any reason whatsoever, except as otherwise provided herein. In case of such failure, LEX, in its sole discretion, may pay the customer the repair cost, based on the amount in the service center's quotation previously approved by LEX.

10. LEX shall not be liable to the customer for the quality of work/repairs by the authorized service center. Any loss/damage to the Product that occurs while the Product is in the service center's care/custody shall be the service center's responsibility.

11. Should the Product be replaced by the manufacturer or official Philippine distributor during the Original Warranty Period, the customer shall inform LEX, through the contact points in Clause C(1), of the new Serial/IMEI Number of the Product, within fifteen (15) calendar days from the date of such replacement.

D. TRANSFER: This Extended Warranty may be transferred to a new owner of the Product to last associate of such transfer

## TERMS AND CONDITIONS

is given to and coordinated with LEX at 0919-170-0131, or claims@lexservices.ph within fifteen (15) calendar days from the transfer. The transfer of ownership shall not delay or delay the running of the Extended Warranty Period, which LEX executed with the previous owner.

E. GENERAL EXCLUSIONS: Any provision in these terms and conditions to the contrary notwithstanding, the following are not covered by this Extended Warranty:

- Breakdown of general or specific parts during the Original Warranty Period (regardless of whether the manufacturer/distributor honors such warranty).
- Breakdown of parts covered by special parts or extended warranty programs administered by the manufacturer/official Philippine distributor or another provider, which would take effect within the LEX Extended Warranty Period (regardless of whether the manufacturer/distributor or provider honors such warranty).
- Non-eligible product or model or brand. A product or model or brand is non-eligible if it is not included in the Warranty Extension Price List of the store where said Product was purchased.
- All parts, defects and other damage not covered in the Manufacturer's Warranty, and those that the manufacturer or the official Philippine distributor declined to replace or repair.
- Any defective product to manufacturer's recall or covered under the manufacturer's program of reimbursement.
- All accessories and consumables, whether included in the Product sales package or purchased separately, including but not limited to headsets, earphones, batteries, SIM cards, chargers, antennas, data storage devices, external wiring and cables, racks, bins, jacks, remote control, filters, bulbs including refrigerator/oven bulbs.
- Appearance, cosmetic, aesthetic, or structural items, such as but not limited to housing, case or frame, door, base assembly, decorative parts, external hoses, knobs and handles.
- Product with removed/tampered/defaced/altered/illegal serial/IMEI number, warranty seal or water indicator.
- Breakdown due to:
  - Deterioration of the Product or defects caused by normal wear and tear due to the Product's normal aging;
  - Abuse, rough handling, misuse, or use not in accordance with Product's user manual, including but not limited to non-adherence to manufacturer's maintenance requirements, improper connection to other equipment, other unauthorized modifications/connections, or improper use/maintenance of the source of energy/power or overall electric installation;
  - Exposure to moisture/dampness, extreme thermal/environmental conditions, or rapid change in such conditions;
  - Exposure to spilled liquid, food or chemicals, or water damage, except as described in Clause F;
  - Acts of nature, including but not limited to flood, rainwater, lightning, any fire, and earthquake;
  - Accident or any other fortuitous event, acts of God, fire and lightning, collision with any object, contact with foreign substance such as but not limited to liquids, powders, gases and chemicals;
  - Accidental damage, except as described in Clause F.
- Short-circuited battery, or that the seals of the battery enclosure or the cells are broken or show evidence of tampering, or that the battery has been used in equipment other than those for which it has been specified;

1. Malfunction caused by external causes, including but not limited to radio interference, power voltage fluctuations, defective cellular network function/infrastructure, customer's network subscription or other such service issues;

2. Corrosion, oxidation, or exposure to sand, dirt, rust, and insects, rodents or other animals.

3. Theft/damage that is malicious/intentional or on the occasion of the theft/robbery/misuse/mischief/note/due to any other civil or acts attributable to third persons (whether or not criminal in nature, intentional/accidental/due to negligence).

11. Battery leakage, stains, and cracks.

12. Pre-existing conditions or soft "as is, where is".

13. Cosmetic damage or physical damage to the surface of the Product, including but not limited to cracks, dents, or scratches, such as the LCD screen or camera lens, except as described in Clause F.

14. Software, tape or film damaged by malfunctioning part.

15. Damage to/due to software or software upgrades, or arising from attacks by unauthorized software or viruses.

16. Upgrade of components (incompatibility of parts or incorrect installation).

17. Damages in excess of the Product's purchase price (including general/consequential/indirect/special/incidental/punitive damage, loss of profits or any damage due to delay in rendering service under this Extended Warranty).

18. Costs incurred due to tem breakdown.

19. Office, multi-user, or commercial use, or any other use which directly generates income due to its usage.

20. Cleaning or preventive maintenance.

21. Product that has been opened/modified/repared by anyone other than LEX's authorized service center, repaired using unauthorized spare parts, or installed by installers/service providers not authorized by the Dealer/manufacturer/distributor.

22. Reconditioned or secondhand units.

23. Loss/damage to the Product while undergoing repair at or while in transit to/from the authorized service center.

24. Transport/check-up and other related fees incurred for: (i) repair of Products that should be brought to the authorized service center, but instead on-site repair is done upon customer's request; (ii) repair of Products situated outside the minimum distance stated in the Manufacturer's Warranty, or (iii) repairs not covered under this Extended Warranty.

25. Loss of or damage to a person or property directly or indirectly, in consequence of or incidental to, arising from, in connection with or on the occasion of the use of the Product.

26. Any liability arising out of the use of the Product to the extent that it may be disclaimed by the law.

**ACCIDENTAL DAMAGE (INCLUDING LIQUID DAMAGE) COVER FOR ONE (1) YEAR FOR MOBILE PHONES AND TABLETS ("MOBI" DEVICES) WITH GADGET GUARD:**

1. Specifically for mobile devices with Gadget Guard, breakdown due to accidental damage which occurred within one (1) year from the Item Purchase Date shall be covered by this Contract. "Accidental Damage" under Clause F is defined as damage that occurs suddenly as a result of an unexpected and non-deliberate external action, including but not limited to unintentional spillage, splashing/soaking with liquid, which resulted to a loss of Product function. For the purpose of the one (1)-year coverage for mobile devices with Gadget Guard, liquid/other damage caused by intentional acts/gross negligence (whether by the owner or any third party), or acts of nature are not considered as covered accidental damage, in provision herein to the contrary notwithstanding.

2. For claims under Clause F, the customer should notify LEX within forty-eight (48) hours from the time of Product breakdown.

#### G. INSTALLMENT PAYMENTS:

1. Installment payment schemes may be made available for the settlement of the warranty extension price. Unless otherwise agreed upon with LEX, or otherwise stated in the customer's approved loan/payment agreement contract with the financial services provider, a customer shall pay fifty percent (50%) of the amount due upon signing of this Contract, and the balance shall be paid in three (3) monthly equal installments, without need for any demand, through authorized payment centers listed in LEX's website.

2. It is understood that the effectivity of this Contract is conditioned on the full and timely payment by the customer of all installment payments due, and that non-payment of any installment on its due date shall not give rise to any liability on the part of the LEX. LEX shall not be responsible for mistake or late remittance, as well as non-remittance by the payment center of the installment payments made by the customer, and the customer shall hold LEX free and harmless from any liability suffered by the customer as a result of such mistake or late remittance or non-remittance.

3. Unless otherwise agreed upon with LEX, or otherwise stated in the customer's approved loan/payment agreement contract with the financial services provider, in case of non-payment by the customer of any installment amount due on any deadline, this Contract shall be considered automatically cancelled.

**H. TERMINATION:** This Extended Warranty shall be automatically terminated in case any of the following occur. Upon termination under this Clause H, customer shall not be eligible for refund or any further Product repair/replacement under this Contract.

1. The customer commits or attempts to commit fraud, or fails to disclose any information or changes to the Product which shall affect the services under this Contract.

2. Product is considered Tampered under Clause C(3) hereon.

3. Product is replaced by LEX under Clause C(5) or the LEX Coverage Amount is exhausted, whichever comes first.

4. The Extended Warranty Period has expired; provided that the Product is not already undergoing approved work/repairs under this Contract at the date the Extended Warranty Period expires.

#### I. DISCLAIMER OF LIABILITY:

1. 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 untrue/fault or misleading statement of a material fact or omission of a material fact, whether intentional or otherwise.

2. LEX shall not be liable if any of the documents or information submitted by the customer in applying for or claiming under this Extended Warranty is fraudulent, false or misleading in any material respect.

J. CANCELLATION: Cancellation of this Contract, except those covered under Clause F, shall be allowed, with a refund of the purchase price of this Extended Warranty, subject to imposition of a service charge, within seven (7) calendar days from the purchase date of this Contract.

K. VENUE: The venue of action for any litigation arising from this Extended Warranty shall exclusively be in the courts sitting in Mandaluyong City, Metro Manila, Philippines, to the exclusion of any other court.

Visit [www.lexservices.ph](http://www.lexservices.ph) for a clearer copy of these TERMS AND CONDITIONS.