

TERMS AND CONDITIONS – CANADA

This is a legal contract (referred to hereinafter as the “**Service Contract**” or “**Contract**”). 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.

OBLIGOR/PROVIDER & ADMINISTRATOR (“We”, “Us”, “Our”, “Administrator”): The party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator AS SPECIFIED IN THE “**SPECIAL PROVINCE/TERRITORY ADDENDUMS**” SECTION OF THIS CONTRACT AND APPLICABLE TO YOUR JURISDICTION.

INSTRUCTIONS: You must keep the sales receipt/invoice provided to You as proof of purchase of this Service Contract; it is an integral part of this Contract and You may be required to reference it to obtain service. This Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt/invoice constitute the entire agreement between Us and You.

DEFINITIONS: Throughout this Contract the words (1) “**Retailer**” refers to Pearle Vision; (2) “**Breakdown**” refers to the failure of the Product caused by: (a) defects in workmanship and/or materials, (b) normal wear and tear and (c) unintentional and accidental damage from handling (“ADH”); (3) “**Product**” refers to the consumer item which You purchased concurrently with and is covered by this Contract; (4) “**You**”, “**Your**” and “**Service Contract Holder**” refer to the individual who purchased the Product and this Contract; (5) “**Co-Pay**” refers to the amount of money You are required to pay the Retailer and as set forth in the Co-Pay section of this Contract; (6) “**Term**” refers to the period of time in which the provisions of this Service Contract is valid; (7) “**Claim**” refers to a demand for payment in accordance with this Contract sent by or on behalf of You.

TO OBTAIN SERVICE: If Your Product experiences a Breakdown, return it to the Retailer location from which You purchased the Product, or any other participating Retailer location if You are unable to return to Your original location. If You have moved or are unable to return the Product to the Retailer, call the Administrator toll-free at 1-866-651-5704 for instructions on obtaining service for Your Product. Please have Your sales receipt/invoice handy and be prepared to tell the Administrator the details regarding Your covered Product and the nature of the problem in need of service.

WHAT IS COVERED: In the event of an eligible Claim, this Service Contract covers the costs for servicing of Your Product that is required in order to restore it to a functional and wearable condition. Such servicing may be fulfilled in the form of repair, replacement or reimbursement (up to a maximum value equal to the original purchase price paid by You for the Product), at Our sole discretion. Servicing will be performed by the Retailer after delivery of the affected Product by You. Parts used to repair Your Product may include non-original manufacturer’s parts.

TERM OF COVERAGE: Your Contract Term and coverage commence on Your Contract purchase date or Product dispense date, if later, and remains in effect for a period of one year (12 months) as indicated on Your sales receipt/invoice. In the event the Term of Your Contract expires during the time of an approved Claim, coverage under Your Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

CO-PAY: You are required to pay the Retailer the following amount prior to receiving eligible service, as applicable to Your Claim:

- *New frames, not new lenses = \$25.00*
- *New lenses, not new frames = \$25.00*
- *New frames and new lenses = \$40.00*

LIMIT OF LIABILITY: In accordance with Your Term, the total amount that We will pay for services in connection with all claims pursuant to this Service Contract will not exceed the original purchase price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the original purchase price of Your Product, or We replace the Product for any reason, Our obligation under this Service Contract will be considered fulfilled and coverage ends.

NEITHER WE NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT; INCLUDING ANY INHERENT PRODUCT FLAWS.

GENERAL EXCLUSIONS: THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- (1) Anything that is not a “Breakdown” as defined in this Service Contract (including, but not limited to anything that is considered a medical reason; such as eye exams, repair or replacement of eyewear resulting from outgrowing the original Product, and/or change in optical prescription) and fortuitous events (such as fire, collision, vandalism, theft and perils of nature);
- (2) Damage covered by other insurance, warranty, guarantee or service agreement providing the same coverage as that which is outlined in this Service Contract;
- (3) Any merchandise that is a demonstration/in-store model, or that is sold “as-is” without a manufacturer’s warranty;
- (4) Decorative embellishments (NOT including that which is included as part of the basic design/assembly of the covered Product by the manufacturer);
- (5) Any accessories that attach to or are used with the covered Product;
- (6) Damage from misuse, abuse, introduction of foreign objects into the covered product, unauthorized repairs to the covered Product, modification or alterations to the covered Product, or lack of following the instructions outlined in the manufacturer’s manual;
- (7) Damage resulting from tampering with any components designed to secure the lenses and/or temples of the covered Product, or unauthorized modifications or alterations to the covered Product;
- (8) Damage or loss resulting from neglect, negligence, or lack of performing any required maintenance (including cleaning protocols) or obtaining any inspections (as specified/required by the original manufacturer’s warranty or Retailer’s warranty);

- (9) Damage or loss resulting from the lack of obtaining repairs that were required to maintain the integrity of the covered product;
- (10) Physical loss (misplacement) of the covered product;
- (11) Damage resulting from improper packing/transportation or storage by You or a representative of You;
- (12) Incidental or consequential damages, including but not limited to, any delay in rendering service under this contract or loss of

use during the period that the product is at a repair center or otherwise awaiting parts;

- (13) Any claim that is reported after the coverage term under the service contract has expired; or
- (14) Any service performed outside of Canada or the United States of America.

TRANSFER: This Contract is non-transferable.

RENEWAL: This Contract is not renewable.

CANCELLATION: You may cancel this Contract at any time by informing the Retailer of the cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us.
 - *If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.*
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

GUARANTY (FOR ALBERTA, MANITOBA, NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, AND QUEBEC ONLY): This is not an insurance policy; it is an extended warranty contract. Our liabilities under this Contract are insured by a contractual liability policy issued by Trisura Guarantee Insurance Company, whose address is 333 Bay Street, Suite 1610 – Box 22, Toronto ON M5H 2R2.

SPECIAL PROVINCE/TERRITORY ADDENDUMS: Regulation of extended warranty contracts may vary widely from province/territory to province/territory. Any provision within this Contract that conflicts with the laws of the province/territory in which this Contract was purchased shall automatically be considered to be modified in conformity with applicable provincial/territorial laws and regulations as set forth below.

A. THIS SECTION IS APPLICABLE TO RESIDENTS OF THE FOLLOWING PROVINCES/TERRITORIES OF CANADA ONLY: ALBERTA, MANITOBA, NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, AND QUEBEC; REGARDLESS OF WHERE THIS CONTRACT WAS PURCHASED.

- 1) **DEFINITIONS** – The definition of “**OBLIGOR/PROVIDER & ADMINISTRATOR (“We”, “Us”, “Our”, “Administrator”)**” is deleted and replaced with the following:
OBLIGOR/PROVIDER & ADMINISTRATOR (“We”, “Us”, “Our”, “Administrator”) means the party obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator, who is AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
- 2) **FOR NUNAVUT ONLY** – The following disclosure statement is added to this Contract:
YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT X1A 3S9) ORALLY OR IN WRITING.
- 3) **FOR ONTARIO ONLY** – The following disclosure statement is added to this Contract:
YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.
- 4) **FOR QUEBEC ONLY** – The following disclosure statement is added to this Contract:
The parties acknowledge that they have requested that this Agreement and all ancillary documents be drawn up in the English language only. Les parties reconnaissent avoir exigé que cette convention ainsi que tous les documents y afférents soient rédigés en anglais seulement.

B. THIS SECTION IS APPLICABLE TO RESIDENTS OF THE FOLLOWING PROVINCES/TERRITORIES OF CANADA ONLY: BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA, AND YUKON TERRITORY; REGARDLESS OF WHERE THIS CONTRACT WAS PURCHASED.

1) “EYEWEAR PROTECTION PLAN” – The following disclosure statements are added:

THIS IS AN EXTENDED WARRANTY INSURANCE POLICY. All references to “Service Contract” within this document are deleted and replaced with “Insurance Policy”. All references to “Contract” within this document are deleted and replaced with “Policy”.

Every action or proceeding against Us for the recovery of insurance benefits payable under this Policy is absolutely barred; unless commenced within the time set out in the Insurance Act of Your province of residence. This transaction is between You and Trisura Guarantee Insurance Company, whose address is 333 Bay Street, Suite 1610 – Box 22, Toronto ON M5H 2R2. In arranging this transaction described herein, Retailer, by whom the sales associate is employed, is representing Trisura Guarantee Insurance Company. The nature and extent of interest of Retailer in Trisura Guarantee Insurance Company is none. The nature and extent of interest of Trisura Guarantee Insurance Company in Retailer is none.

2) DEFINITIONS – The definition of “OBLIGOR/PROVIDER & ADMINISTRATOR (“We”, “Us”, “Our”, “Administrator”)” is deleted and replaced with the following:

***OBLIGOR/PROVIDER & ADMINISTRATOR (“We”, “Us”, “Our”, “Administrator”)** refers to the party obligated to provide service under this Policy, who is Trisura Guarantee Insurance Company, whose address is 333 Bay Street, Suite 1610 – Box 22, Toronto ON M5H 2R2. “Administrator” refers to the entity authorized by Us to administrate coverage under this Policy, who is AMT Warranty Corp. of Canada, ULC, 1900 736 – 6th Avenue SW, Calgary, Alberta T2P 3T7 (c/o P.O. Box 1189, Bedford, TX 76095; USA).*

3) GUARANTY – The “GUARANTY” section is deleted in its entirety.

4) FOR BRITISH COLUMBIA ONLY – The following disclosure statement is added:

The Financial Institutions Act prohibit Us, the Retailer or a sales associate from requiring You to transact additional or other business with Us or any other person or corporation as a condition of this transaction.

C. SASKATCHEWAN & YUKON TERRITORY ONLY – Sale of this extended warranty insurance policy to a resident or consumer of Saskatchewan or Yukon Territory is prohibited.

To obtain a large-type copy of this Contract terms and conditions document, please call 1-866-651-5704.