

SMALL APPLIANCE REPLACEMENT PLAN

REPLACEMENT PLAN NUMBER:

COVERAGE

SUBJECT TO THE TERMS AND CONDITIONS

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

- This LEX Services Inc. (LEX) Replacement Plan can only be used after the expiration of the one (1)-year original warranty period provided by the manufacturer or official Philippine distributor (Original Warranty Period), as indicated herein.
- This Replacement Plan can only be used for one (1) year after the expiration of the Original Warranty Period.
- This Replacement Plan only covers mechanical and electrical failure due to manufacturer's defect, subject to the provisions/exclusions specified at the back of this Contract and to LEX's approval. To avail of LEX's services, the Contract owner must: (i) contact LEX not later than fifteen (15) calendar days from the date when the mechanical/electrical failure occurred; (ii) present to LEX this full two (2)-page Replacement Plan, and the sales invoice and delivery receipt/airway bill (if applicable); and (iii) present the Product to LEX's authorized service center/Dealer within fifteen (15) calendar days from notifying LEX as stated above.
- This Replacement Plan is valid for one (1)-time item replacement only. Maximum amount of coverage is equivalent to the Appliance Amount, or the LEX Coverage Amount stated herein, whichever is lower.
- Transferrable ownership of this LEX Small Appliance Replacement Plan.
- Costs to deliver or pick-up the Product/replacement product to/from the authorized service center or Dealer shall not be shouldered by LEX.
- NO FREE APPLIANCE CLEANING INCLUDED.**
- NOT VALID FOR BUSINESSOR COMMERCIAL USE.**

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 NUMBER	SELLER NAME & CODE	
CUSTOMER CONTACT DETAILS (Landline no. / Cellphone no. / Email add.)		

CONTACT DETAILS

EMAIL: claims@lexservices.ph

CONTACT NO. (Mobile): 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 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 Replacement Plan. Should I have questions about this Replacement Plan 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 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.

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, 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 and other government identification card details, images, 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 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, statistical and risk analysis, taxation, monitoring, review, and 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 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 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. 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. 0919-170-0131. 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 ("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 warranty provided by the manufacturer or official Philippine distributor of the appliance for parts and labor ("Manufacturer's Warranty"). The Product should have a Manufacturer's Warranty which expires after one(1)year from the date of purchase of the Product ("Item Purchase Date"), as indicated on the original sales invoice. All exclusions as described in the Manufacturer's Warranty shall apply. The original sales invoice, Manufacturer's Warranty card and this original Small Appliance Replacement Plan Certificate are integral parts of this Replacement Plan.

The term "Product" shall be limited to the small appliance, excluding its accessories and batteries, with a product type that must be listed in the official LEX Small Appliance Replacement Plan Price list of the Dealer, which is deemed incorporated in this Replacement Plan.

In the event this Replacement Plan 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 Replacement Plan shall not exceed the amount the customer 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 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 Clause, or to cancel this Replacement Plan, with a full refund of the paid Replacement Plan purchase price to be provided to the customer.

B. ELIGIBILITY: Only Products (i) manufactured for use in, distributed in, or legally imported into 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 Warranty valid in the Philippines; and (iii) are included in the official LEX Small Appliance Replacement Plan Price list of the Dealer, shall be eligible. All eligible Products shall exclusively be for personal and household use only.

For this purpose, "personal and household use only" shall mean any use within the residential premises of the customer, and/or for the use of his/her family members and/or servant(s), and shall exclude: (i) 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 servants; (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 and the like; (v) any form of use for income and/or rental/lease; and (vi) use that is similar or analogous to the foregoing.

C. REPLACEMENT PROCESS:

1. When replacement is needed after the Manufacturer's Warranty has expired, the customer must immediately, and not later than fifteen (15) calendar days from the date when the mechanical or electrical failure occurred, notify LEX by contacting 0919-170-0131, claims@lexservices.ph, or [facebook.com/lexservicesph](https://www.facebook.com/lexservicesph) (direct message only). Upon verifying the customer's contract information, LEX shall provide the customer with instructions regarding replacement. Calls may be recorded and as such, the customer, in making calls to LEX, hereby, unconditionally and irrevocably: (i) authorizes and grants LEX or its service providers the absolute discretion to record, or use any device which LEX or its service providers may deem appropriate or advisable (including, without limitation, tape recorders and other recording instrument(s)) to record, any communication or spoken word, including telephone and email communication, between the customer/the customer's representative and any representative of LEX in the course of, or in connection with, any transactions or dealings under this Replacement Plan or which may relate or pertain hereto; and (ii) authorizes LEX and its representatives to replay or 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 regulatory agencies, as LEX may deem fit. The customer agrees that 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 Replacement Plan.

2. The customer should bring the Product to the authorized service center or Dealer for check-up and/or replacement within fifteen (15) calendar days from the date LEX was first notified of the occurrence of the mechanical or electrical failure, unless a longer period is approved by LEX in writing. Failure of the customer to comply with the requirements in Clauses C(1) and C(2) shall make the Product ineligible for repair or replacement under this Replacement Plan.

3. 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.

4. Only LEX's authorized service centers or dealers shall be allowed to perform the check-up and 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 the replacement shall not be reimbursed to the customer, and the customer shall be disqualified to claim through this Replacement Plan, and this Replacement Plan shall be automatically terminated.

5. LEX has the sole right to determine whether the Product is eligible for the one (1)-time replacement.

6. 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.

7. 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.

8. 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. The replacement product shall also not be eligible for a new LEX replacement plan.

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. IF THE ORIGINAL REPLACEMENT PLAN CERTIFICATE, ORIGINAL SALES INVOICE, AND, IF APPLICABLE, THE AIRWAY BILL OR DELIVERY RECEIPT, ARE NOT PRESENTED, THEN NO REPLACEMENT OF THE PRODUCT WILL BE MADE. ONLY PRODUCTS WITH 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 Manufacturer's Warranty for the Product apply. This includes, but is not limited to:

1. Non-eligible product or model or brand. A product or model or brand is non-eligible if it is not included in the Small Appliance Replacement Plan Price List of the store where said Product was purchased.
2. Failure due to the inability to operate or adjust controls;
3. Failure caused by conditions other than mechanical or electrical failure;
4. 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;
5. 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, gels and chemicals;
6. Repairing, refinishing, or replacing of lost/damaged external appearance, cosmetic, aesthetic parts or structural items, such as, but not limited to, knobs, buttons, levers, lids and accessories;
7. Product with removed/tampered/defaced/altered/illegal serial/IMEI number, warranty seal, or water indicator;
8. Abuse, rough handling, misuse or use not in accordance with the user manual, including but not limited to non-adherence to manufacturer's maintenance requirements, improper connection to other equipment, other unauthorized modifications or connections, and improper use and maintenance of the source of energy/power and of the overall electric installation;
9. Exposure to moisture, dampness or extreme thermal/environmental conditions or a rapid change in such conditions;
10. Accidental or intentional damage;
11. Malfunction caused by external causes, including but not limited to radio interference, power voltage fluctuations and defective cellular network function;
12. Corrosion, oxidation, or exposure to sand, dirt, rust, insects, rodents, or other animals;
13. Defective power cords, and battery leakages, stains, and cracks;
14. Cosmetic damage or physical damage to the surface of the Product, including but not limited to cracks, dents, or scratches on parts of the Product, such as the LCD screen or camera lens;
15. Software, tape or film damaged by malfunctioning part;
16. Damage to/due to software or software upgrades, or arising from attacks by unauthorized software or viruses;
17. Upgrade of components (incompatibility of parts or incorrect installation);
18. 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);
19. Office use or multi-user usage, and/or commercial use or any other use which directly generates income due to its usage;
20. 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
21. Reconditioned or second hand 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, PURSUANT TO CLAUSE C(7).

2. THIS IS A REPLACEMENT PLAN. IF ANY PRODUCT IS NOT IN GOOD WORKING ORDER DUE TO MECHANICAL AND/OR ELECTRICAL FAILURE (SUBJECT TO THE ABOVE EXCLUSIONS), THE CUSTOMER'S SOLE REMEDY SHALL BE REPLACEMENT.

3. 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.

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 Clause C(1), of the new Serial Number of the Product, within fifteen (15) calendar days from the date of such replacement. The replacement by the manufacturer does not extend the effectivity of this Replacement Plan in respect of the replaced product, which remains to be one (1) year after the expiration of the Original Warranty Period.

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 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 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.

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 0919-170-0131, or claims@lexservices.ph within fifteen (15) calendar days from the transfer. The transfer of ownership shall not toll or delay the running of the period of effectivity of this Replacement Plan, which LEX executed with the previous owner. This Replacement Plan may not be used for another item.

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