

# **WARRANTY PRICING**

\$0-99.99	\$39.99
\$100-199.99	\$59.99
\$200-499.99	\$79.99
\$500-999.99	\$119.99
\$1,000-1,999.99	\$149.99
\$2,000-2,999.99	\$219.99
\$3,000-4,999.99	\$315.99
\$5,000-9,999.99	\$439.99
\$10,000-15,000	\$599.99



### SIGNATURE OF PURCHASER

By signing below, the purchaser confirms that the covered product has been purchased as a gift and transfers all rights and obligations under this agreement to the recipient identified below.

NAME OF RECIPIENT (PRINT)

**ADDRESS OF RECIPIENT** 

SIGNATURE OF PURCHASER





www.reedsjewelers.com



# limited lifetime WARRANTY



## CARE PLAN

### LIMITED LIFETIME WARRANTY

# COVERAGE FROM FAILURES INCLUDING DUE TO NORMAL WEAR & TEAR, SUCH AS:\*

- Broken, worn or bent prongs
  - Diamond Tightening
- Stretched or broken pearl strands
  - Rhodium Finishing
- Cracked or thinning ring shanks
- Kinked chains or broken clasps
- Broken earring posts or backs

### GEMSTONE & DIAMOND COVERAGE:

-Cracks, chips or scratches due to a defect in the covered product -Loss of gemstones and diamonds due to a defect in the setting.

### ADDITIONAL COVERED FEATURES:

First time ring sizing and one subsequent resizing.

Coverage is lifetime of the piece of merchandise or when service charges equal purchase price of covered merchandise.

\*See terms and conditions (enclosed) for complete details.

### 1. WARRANTY PERIOD:

The warranty period begins on the date this limited lifetime warranty care plan is purchased (effective date) and ends on the sooner of (a) the transfer of the covered product(s) by customer, (b) the death of the customer, (c) the date that the cost of warranty service, including labor, materials, shipping and handling fees, is equal to the original purchase price of the covered product (excluding taxes, shipping and handling fees), or (d) the first date on which any payment due form the customer to the company is not timely made under the terms of any written installment financing agreement concerning the covered product.

### 2. Transfer of Warranty

If the customer has purchased the covered product as a gift and desires to transfer this warranty to the recipient, then the customer shall provide the name and address of the recipient of the gift on reverse, the recipient shall be deemed to be the customer, with all rights and obligations of the customer under this agreement, and the original customer shall have no other rights or obligations under this agreement. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, THIS WARRANTY IS OTHERWISE NOT TRANSFERABLE AND IS NOT RENEWABLE.

### 3. LIMITED LIFETIME WARRANTY:

In consideration of the payment of the warranty fee by the customer to the company, the company warrants to the customer that the covered product shall be free of all defects in material and workmanship during the warranty period. The company shall provide warranty coverage in repair cost or replacement (including labor and materials) up to the original purchase price of the covered product (excluding taxes, shipping and handling fees). During the warranty period, the company will repair or replace, free of charge, any covered product that is defective in material or workmanship. All warranty repairs are services shall be performed by the company or its authorized agents and shall be performed within a reasonable time.

### 4. WARRANTY EXCLUSIONS:

This warranty does not apply to any costs, repairs, or services for the following:

- Watches, Pandora or Alex and Ani product
- Any damage caused by use outside of the covered product's intended purpose
- Incidental or consequential damages
- · Any and all per-existing conditions that occurred prior to the effective date of this plan
- Damage from accident, abuse, misuse, introduction of foreign objects into the product, tempering with
  prongs, bezels or other elements designed to secure diamonds or gemstones, unauthorized modifications
  or alterations, or failure to follow the manufacturer's instructions.
- Unauthorized repairs and/or parts
- Damage covered by any other warranty or service plan
- Cosmetic damage including scratches, peelings and dents that do not impede the mechanical functionality of the item
- Water damage if used under conditions which exceed the manufacturer's water resistance guidelines.
- Third-party actions (fire, collision, vandalism, theft, etc.)
- The elements or acts of God
- War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion.
- Preventive maintenance
- Inherent defects that are the responsibility of the manufacturer
- Flaws in gemstones
- Loss of diamonds, gemstones or any other parts of the covered product unless such loss was caused by a defect in workmanship and/or materials, without any undue stress or damage
- Any loss other then a covered breakdown of the product
- Products not originally covered by a manufacturer's warranty or retail return policy
- Parts failure due to manufacturer recall, regardless of the manufacturer's ability to pay for such repairs
- Accessories used in conjunction with the covered product
- Parts normally designed to be replaced periodically by you or consumed during the life of the product (e.g. Batteries)
- Loss of use during the period the covered product is at a repair facility or otherwise awaiting repair
- Damage or loss resulting from the failure to obtain inspection required by the original manufacturer's warranty or retailer's warranty
- Periodic checkups and/or maintenance as directed by the manufacturer
- Any products used in a commercial setting or rental basis
- Rust or corrosion on any covered part of failure as a result of rust or corrosion
- $\bullet \ Loss \ or \ damage \ resulting \ from \ failure \ to \ provide \ manufacturer's \ or \ retailer's \ recommended \ maintenance$
- Products that are lost and/or mysteriously disappear

### 5. LIMITATION OF LIABILITY:

The limit of the company's liability under this agreement is equal to the lesser of (a) the cost of the particular authorized repair, or (b) in the event of multiple repairs, the original purchase price of the covered product (excluding taxes and shipping and handling fees and costs). In the event that the total of all authorized repairs exceeds such amount, the company shall have satisfied all of it's obligations under this agreement, and this agreement shall terminate without further action. Notwithstanding the foregoing, in no event shall the company be liable for consequential damages or lost profits of any kind and the company shall not be responsible for their improper care, maintenance or use of any covered product.

### 6. How to obtain Warranty services:

To obtain warranty service the customer must return the covered product to any company store during normal business hours, together with a copy of the original purchase receipt. A list of all company stores and hours of operation is available on the company's website, www.reedsjewelers.com

### 7. COMPANY'S OBLIGATIONS:

If a covered defect occurs during the warranty period, the company agrees to repair or (if beyond repair) to replace the covered product, provided, however, that the company's total liability under this warranty is limited to the purchase price of the covered product (excluding taxes and shipping and handling fees and costs). The choice to repair or replace the covered product shall be made by the company in its sole discretion. Any steps taken by the company to correct defects shall not act to extend the warranty period. All repairs by the company shall be at no charge to the customer and shall be performed within a reasonable length of time unless other scheduling is arranged with the customer.

### 8. Customer's Obligations:

The customer must provide normal maintenance and proper care of the covered product as required by the manufacturer's manual. In addition, the customer agrees to bring the covered product to any company store every six months for inspection and, if necessary, repair under this warranty. Inspections are free of charge; however, cost of repairs will be charged to the cost of the warranty service. FAILURE OF THE CUSTOMER TO BRING THE COVERED PRODUCT IN FOR PERIODIC INSPECTIONS WILL RESULT IN IMMEDIATE TERMINATION OF THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT AND VOIDS THE WARRANTY.

### SIGNATURE

### $9. Governing\ Law, Jurisdiction\ and\ Venue:$

This agreement is governed by the internal laws of the State of New York. The customer and the company each knowingly, voluntarily, intentionally and irrevocable (A) AGREES THAT ANY ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE COMMENCED IN ANY STATE OR CITY COURT LOCATED IN ERIE COUNTY NEW YORK, OR IN ANY FEDERAL COURT SITTING IN THE WESTERN DISTRICT OF THE STATE OF NEW YORK, (B) CONSENTS TO EXCLUSIVE JURISDICTION IN SUCH COURTS AND (C) WAIVES EACH OBJECTION TO THE LAYING OF VENUE OR ANY SUCH ACTION OR OTHER LEGAL PROCEEDING.

### 10. Waiver of Jury Trial:

The customer and the company each KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES EACH RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO, AND IN, ANY ACTION OR OTHER LEGAL PROCEEDING OF ANY NATURE, RELATING TO THIS AGREEMENT.