

# Sherwood Management Company Registry Terms and Conditions

## Terms & Conditions

**Obligor/Administrator:** Sherwood Management Co., Inc., PO Box 3750, Culver City, CA 90231, 310-665-2110

**Instructions:** You must keep this Contract, Registry Card and Your Sales Receipt. You may be required to produce them to obtain service.

**To Obtain Service:** Visit any Daniel's Jewelers location or call the Daniel's Jewelers Customer Service Department toll free at 1-855-719-2699 for instructions on obtaining repair for Your Item. Please have Your Contract, Registry Card and Your Sales Receipt handy and be prepared to tell us which Item needs service and the nature of the problem.

**What Is Covered:** This Contract covers parts and labor costs resulting from a Breakdown of the Item caused by defects in workmanship and/or materials, including loss of diamonds (subject to the limitations below) and other gemstones due to a defect in the setting. We will repair or replace the Item, at our discretion. With the limit of no more than one time per twelve month period during the term of this Contract, we will also resize a ring, up to 2 sizes (not including any sizing done within 60 days from the date the Item was purchased). With no limitation during the term of this Contract, we will, as necessary tighten stones, repair a break or clasp in a chain or bracelet, re-tip prongs, smooth prongs to prevent snags, and polish and clean the Item. There is no deductible required to obtain service for Your Item. We will only replace diamonds up to ½ carat weight in total carat weight (one or several individual diamonds totaling ½ carat weight). Any covered diamonds that are lost that are greater than ½ carat weight in total carat weight (one or several individual diamonds totaling ½ carat weight) will be replaced with a comparable ½ carat weight (one or several individual diamonds totaling ½ carat weight) CT diamond or diamond(s). Repairs or replacements under this Contract DO NOT INCLUDE any rhodium plating or other finishes of the Item. For watches, we will repair or replace the Product, at Our discretion, when required, due to a Breakdown, which is not covered under any other warranty or service contract. Non-original manufacturer's parts may be used for repair of the Product if the manufacturer's parts are unavailable or more costly.

**Term of Coverage:** The term of this Contract begins on the date You purchased Your Item and this Contract or the renewal of this Contract, whichever is later, and continues for a period of three (3) years. In the event Your Item is being serviced when the Contract expires, the term of the Contract will be extended until the covered repair has been completed. In the event this Contract or any renewal contract was charged to a Daniel's Jewelers in-house credit account, service under this Contract will be performed only if such account is current with no past due payments at the time the item is received by Us for service.

For Watches, the term of this Contract begins on the date You purchased Your Product and continues for a period of two (2) years. Coverage begins upon expiration of either the manufacturer's or the selling retailer's warranty, whichever is longer. In the event Your Product is being serviced by an Authorized Service Center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

**Limit of Liability:** For any single claim, the limit of liability under this Contract is the lesser of the cost of (1) replacement with an Item with similar features, (2) reimbursement for authorized repairs or replacement or (3) the purchase price You paid for the Item including appropriate sales tax. The total liability under this Contract is the purchase price You paid for the Item. In the event that the total of all authorized repairs exceed the purchase price paid for the Item or we replace the Item with another of equal or greater value, we shall have satisfied all obligations owed under this Contract.

**Definitions:** (1) We/Us/Our: The company obligated under this Contract, as indicated in the "Obligor" section of this Contract; (2) Sherwood Management Co., Inc.: The administrator of this Contract; (3) Breakdown: The mechanical or electrical failure of the Item caused by defects in workmanship and/or materials; (4) Item: The consumer Item(s) which You purchased concurrently with and is covered by this Contract; (5) You/Your/Warranty Holder: The individual who purchased the Item and this Contract, which term includes the lessee, if the product was acquired under a lease-to-own arrangement), or the authorized assignee.

**WHAT IS NOT COVERED:** (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE ITEM, INCLUDING BUT NOT LIMITED TO TAMPERING WITH PRONGS, BEZELS OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES; ANY UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATIONS TO THE COVERED PRODUCT, OR ANY DAMAGES ARISING FROM SUCH UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS. HOWEVER, IF THE COVERED PRODUCT IS MODIFIED OR REPAIRED IN AN UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MANNER, WE WILL NOT AUTOMATICALLY SUSPEND THE COVERAGE. RATHER, THIS CONTRACT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT. (4) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (5) THE ELEMENTS, OR ACTS OF GOD; (6) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (7) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE AGREEMENT; (8) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS CONTRACT; (9) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER; (10) FLAWS IN GEMSTONES; (11) LOSS OF DIAMONDS, GEMSTONES, OR ANY OTHER PARTS OF THE COVERED ITEM UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, WITHOUT ANY UNDUE STRESS OR DAMAGE, INCLUDING BUT NOT LIMITED TO TAMPERING WITH PRONGS, BEZELS, OR THOSE ELEMENTS DESIGNED TO SECURE GEMSTONES; (12) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE ITEM; (13) TARNISH, RUST OR CORROSION; (14) SCRATCHES, PEELING AND DENTS; (15) UNAUTHORIZED REPAIRS AND/OR PARTS; (16) FAILURE DUE TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (17) ACCESSORIES USED IN CONJUNCTION WITH A COVERED ITEM; (18) LOSS OF USE OF THE COVERED ITEM DURING THE PERIOD THE ITEM IS AT AN AUTHORIZED REPAIR FACILITY; (19) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED; (20) PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (21) ITEMS WITH REMOVED OR ALTERED KARATAGE OR TRADEMARK STAMPS; (22) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA; (23) NONFUNCTIONAL OR AESTHETIC PARTS; (24) AT THE SOLE DISCRETION OF THE OBLIGOR, REPAIRS OR OTHER SERVICES COVERED BY THIS CONTRACT WHICH ARE NECESSITATED OR FOLLOW REPAIR AND SERVICE THAT IS NOT PERFORMED BY OR UNDER THE DIRECTION OF THE OBLIGOR OR DANIEL'S JEWELERS; AND (25) RUST OR CORROSION ON ANY COVERED PART AND FAILURES AS A RESULT FROM RUST OR CORROSION.

**Transfer:** This Contract may be transferred. You may transfer by contacting the Obligor at their address or telephone number, specified herein. Information provided by you must include the Contract number, date of transfer, new owner's name, complete address and telephone number. Subject to the Term of Coverage, this Contract will transfer in full to the lessee upon their fulfillment of the LTO Arrangement.

**Renewal:** This Contract is renewable, at Our discretion. Service Contracts can be renewed before the end of each term by visiting a Daniel's Jewelers store or calling toll free 1-855-719-2699. We reserve the right to automatically renew contracts. In the event your contract is automatically renewed, you maintain all rights to cancellation under this contract. In addition, any contract that is renewed will only be honored if the renewal contract is paid in full by You or Transferee.

**Cancellation:** You may cancel this Contract at anytime by surrendering it or providing written notice to Daniel's Jewelers at the address where You purchased this Contract. This Contract may be canceled by You for any reason. In the event You cancel this Contract within sixty (60) days of receipt or renewal of this Contract, You shall receive a 100% credit for value of the contract. In the event You cancel this Contract after sixty (60) days of receipt or renewal of this Contract, You shall receive a pro-rata credit for the unexpired portion of the Contract based upon elapsed time less a cancellation fee not to exceed ten percent (10%) of the price of this Contract or twenty-five dollars (\$25.00), whichever is less. We may not cancel this Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authority. If We cancel this Contract, You shall receive a credit for one hundred percent (100%) of the pro-rata unearned portion of the Contract price. If this Contract or any renewal Contract was charged to a Daniel's Jewelers in-house credit account, any credit due will be applied to that account and any credit balance on such account will be refunded to you by corporate check. Otherwise, any credit will be refunded by corporate check. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this contract. The price of the contract shall be refunded within 45 days of after You cancel the contract. **Nevada Residents:** If We do not refund the purchase price within 45 days, We will pay the purchaser a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to You.

**For Nevada Customers Only:** If the holder is not satisfied with the manner in which the provider is handling the claim on the contract, the holder may contact the Commissioner by use of the toll-free number of the Nevada Department of Insurance, (888) 872-3234.

**Entire Contract:** This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for the Item shall collectively constitute the entire Contract. Your rights under this Contract may vary from state to state.

**Arbitration:** Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator (s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. Informal dispute resolution is not available. **California Residents:** This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation (BEARHFTI). To learn more about this process, You may contact BEAR at 1-916-999-2041, or You may write to Department of Consumer Affairs, 4244 South Market Court, Suite D, Sacramento, CA 95834-1243, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov).

**LEASE-TO-OWN ("LTO") ARRANGEMENTS:** Where the product was initially acquired under an LTO Arrangement, any cash settlement or refund will be paid to the owner of the Item at the time the settlement is made. This will be the lessor if you have not yet acquired ownership of the Item. In all other respects, the lessee will retain a beneficial interest in this Contract and all non-cash benefits described herein shall be rendered to the lessee. Any reference to purchased, sold, or similar terms shall include leased and its derivatives.

**Insured By:** This contract is insured by a contractual liability insurance policy provided by Lyndon Southern Insurance Company located at 1807 North Market Street, Wilmington, Delaware 19802.