

DishForMyRV.com Replacement Plan Contract Terms & Conditions

I. DEFINITIONS:

“**Seller**” shall mean DishForMyRV.com

“**Purchaser**” shall mean the individual who purchased the Replacement Plan

“**Product**” shall mean individually owned DISH ViP211z HD Receiver or DISH Wally HD Receiver or DISH Hopper 3 or DISH Wireless Joey Receiver.

“**Replacement Plan**” shall mean the contract Purchaser and Seller mutually agree to uphold.

II. FEE:

The Purchaser will be liable to pay a one-time fee of \$14.99 for a 2-year warranty for the DISH ViP211z HD Receiver, DISH Wally HD Receiver or DISH Wireless Joey Receiver, or \$24.99 for a 2-year warranty for the DISH Hopper 3, \$19.99 for a 3-year warranty at the time of purchase of a DISH ViP211z HD Receiver, DISH Wally HD Receiver or DISH Wireless Joey Receiver, or \$34.99 for a 3-year warranty for the DISH Hopper 3 in order to participate in this Replacement Plan option.

III. WHAT THIS Replacement Plan CONTRACT COVERS:

DishForMyRV.com, Seller, warrants individually owned DISH ViP211z HD Receiver or DISH Wally HD Receiver or DISH Hopper 3 or DISH Wireless Joey Receiver (hereinafter the “Product”) against defects in material and workmanship under normal use and service. This warranty also protects the Purchaser against damage that is deemed accidental such as drops or spills. THIS WARRANTY COVERS THE DISH ViP211z HD Receiver, DISH Wally HD Receiver, DISH Wireless Joey Receiver or DISH Hopper 3 ONLY AND NOT ITS ACCESSORIES; INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

At its option, Seller will replace the Product during the warranty period at no charge, as long as the Purchaser returns the Product in accordance with the terms of this Replacement Plan to the specified Seller’s location. The replacement DISH ViP211z HD Receiver or DISH Wally HD Receiver or DISH Hopper 3 or DISH Wireless Joey Receiver may be a new or reconditioned receiver of equal or comparable value to the Product. In the case that a DISH ViP211z HD Receiver or DISH Wally HD Receiver or DISH Hopper 3 or DISH Wireless Joey Receiver is not available, Seller will provide Purchaser a credit equal to the amount of the original DISH ViP211z HD Receiver or DISH Wally HD Receiver or DISH Hopper 3 or DISH Wireless Joey Receiver purchase price to be redeemed on Seller’s website as noted in section I.

IV. WHAT THIS Replacement Plan CONTRACT DOES NOT COVER:

A. Defects or damage resulting from use of the Product in other than its normal and customary manner or any damage that the Seller’s Quality Control team deems as intentional.

B. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.

C. Products with labels removed or illegible serial numbers.

D. Loss or theft.

E. Charges that may result from replacement installation.

V. HOW LONG THIS Replacement Plan CONTRACT LASTS:

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Seller will provide the warranties or benefits; described in Paragraph III, for the duration of two (2) years or (3) years dependent upon the selection purchased, from the date the Purchaser buys the Product from Seller. The Purchaser holds the right to engage in the Replacement Plan contract from Seller at, and only at, the time of purchase.

VI. HOW TO GET YOUR REPLACEMENT DISH VIP211Z HD RECEIVER OR DISH WALLY HD RECEIVER OR DISH HOPPER 3 OR DISH WIRELESS JOEY RECEIVER UNDER THIS AGREEMENT:

In order for Purchaser to receive a replacement receiver, Purchaser must call the Seller's customer service phone number and return the Product to the location specified and in the manner specified by the Seller's customer service representative.

VII. YOUR OBLIGATIONS UNDER THIS Replacement Plan CONTRACT:

A. Purchaser must use the Product in a normal way; Purchaser must protect against further damage to the Product if there is a covered defect; Purchaser must follow the Product's instruction manual.

B. If within thirty (30) days of receiving this Replacement Plan or service contract the Purchaser wishes to cancel service and have not made a claim under this Replacement Plan or service contract, simply notify Seller and a refund in the amount of the full warranty cost will be awarded.

C. IF THE PURCHASER CANCELS AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, SELLER MUST PROVIDE THE PURCHASER WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER THE Replacement Plan HAS BEEN CANCELED. IF SELLER DOES NOT REFUND THE MONEY DURING THIS TIME PERIOD, THE PURCHASER IS ENTITLED TO RECEIVE A REFUND IN THE AMOUNT OF THE Replacement Plan PRICE, PLUS AN EXTRA TEN PERCENT (10%) FOR EACH MONTH IN WHICH THE MONEY HAS NOT BEEN RECEIVED

VIII. OTHER CONDITIONS:

A. This Replacement Plan or service contract is extended to the original Purchaser only and may not be assigned or transferred to subsequent subscriber buyers. This is the Seller's complete Replacement Plan Contract for the Product. Seller assumes no obligation or liability for additions or modifications to this Warranty or Service Contract unless made in writing and signed by an officer of Seller.

B. Seller cannot be responsible in any way under this Replacement Plan or service contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment. All such equipment is expressly excluded from this Replacement Plan contract. Furthermore, Seller cannot be responsible for any damage to the Product resulting from the use of ancillary equipment not furnished by Dish Network for use with individually owned equipment.

IX. GENERAL PROVISIONS:

A. This Replacement Plan sets forth Seller's responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS Replacement Plan IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY SELLER.

B. IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE PURCHASER.

X. OTHER RIGHTS:

A. This Replacement Plan or service contract gives the Purchaser specific legal rights. The Purchaser may have additional rights that are unique to the Purchaser's specific state of residence.

B. Defective equipment must be returned in order to receive new Product or the Purchaser will be subject to a non-return fee equal to the cost of the non-promotion retail price. Subject to equipment availability at time of processing; the Purchaser agrees to "like" Product if same model is no longer available.