

Terms and Conditions for weaKnees Three-Year Extended Warranty (TiVo DVR)

The weaKnees.com (“weaKnees”) extended warranty (“Extended Warranty”) covers the TiVo Digital Video Recorder (“DVR”) purchased from weaKnees at the time the Extended Warranty was purchased (each a “Covered DVR”). The following terms and conditions govern the weaKnees Extended Warranty:

- 1) Commencement. The Extended Warranty period commences on the date of purchase and expires three years from that date. The Extended Warranty replaces any other standard weaKnees warranty that may otherwise be in place at the time of purchase.
- 2) Coverage. The Extended Warranty covers only the Covered DVR. In the event the customer purchases fewer Extended Warranties in one order than the customer purchases fewer DVRs, then the customer must designate (via email to weaKnees) the Covered DVR within 5 business days of receipt of the hard drives. If the customer fails to designate the Covered DVR, then the Covered DVR will be determined by weaKnees in its sole discretion. Without limiting the generality of Sections 7) and 8), this Extended Warranty does not cover any customer data (including, without limitation, any programming, settings or other preferences) on any Covered DVR.
- 3) Replacement. WeaKnees shall repair or replace any Covered DVR returned under the Extended Warranty. If the Covered DVR is replaced, it will be replaced with a new or refurbished DVR of equivalent or better specification if the Covered DVR is shown to fail manufacturers’ tests. Any replacement Covered DVR will be covered by the Extended Warranty until the expiration of the initial term. If WeaKnees determines that the Covered DVR cannot be repaired, weaKnees will replace it with a product of like kind and quality. Technological advances may result in a replacement product with a lower selling price than the original product. Replacement parts or products will be new, remanufactured, or non-original manufacturer’s parts. While the Covered DVR is in transit and is being diagnosed or repaired, the holder of this Extended Warranty will not have the use of the Covered DVR or any replacement/loaner unit.
- 4) Transferability. The Extended Warranty is not transferable and is valid for the original purchaser of the Covered DVR only.
- 5) Claim Procedure. WeaKnees will not process a request under an Extended Warranty until and unless the Covered DVR serial number and invoice number are provided to WeaKnees. Once the Covered DVR serial number and invoice number are provided, weaKnees will transmit via email a “Repair Authorization Number” (RMA) to the customer. WeaKnees reserves the right to limit the time period in which any RMA is valid, and the issuance of an RMA will not extend the Extended Warranty period. The customer will cover all shipping and insurance charges to WeaKnees’ designated repair facility or address.
- 6) Exceptions and Exclusions. The Extended Warranty does not cover any of the following conditions:
 - a) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER’S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, NEGLIGENCE, ACCIDENT, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE, DAMAGE TO CABINETS, LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE OF THE PRODUCT.
 - b) DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS.

- c) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT.
 - d) LOSS OF OR DAMAGE TO DATA.
 - e) COMMERCIALY-USED PRODUCTS.
 - f) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS.
 - g) ANY REPAIR THAT IS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS.
 - h) PRODUCTS LOCATED OUTSIDE OF THE 48 CONTIGUOUS UNITED STATES; PROVIDED, HOWEVER, THAT WEAKNEES IN ITS DISCRETION MAY HONOR A WARRANTY HELD BY A CUSTOMER OUTSIDE OF THE 48 STATES SO LONG AS THE CUSTOMER PAYS ALL SHIPPING AND OTHER RELATED CHARGES TO GET THE COVERED DVR TO AND FROM WEAKNEES OR ITS DESIGNATED REPAIR FACILITY.
 - i) EXCEPT AS OTHERWISE INDICATED, CLEANING OR OTHER PREVENTATIVE MAINTENANCE.
- 7) THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. WEAKNEES SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS AS TO THE PRODUCTS OR ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WEAKNEES SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY DOES NOT APPLY TO, AND WEAKNEES MAKES NO WARRANTY WITH REGARD TO, ANY COVERED DVR OR OTHER COMPONENT ORIGINALLY SOLD AS AN INTEGRATED COMPONENT OF A SYSTEM NOT SUPPLIED BY WEAKNEES.
 - 8) WEAKNEES IS NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, UNFORSEEABLE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER OR NOT WEAKNEES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF DATA OR PROGRAMS, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH WEAKNEES PRODUCTS OR ANY OTHER DAMAGES ARISING OUT OF THE PURCHASE, USE OR PERFORMANCE OF THE COVERED DVR. WeaKnees is not, and cannot be, responsible for any losses or damages arising out of any loss of, or any inability to access, data as a result from the failure of a hard drive (or drives) included in a Covered DVR. The allocation of risk under this limitation of liability is reflected in the purchase price of the Covered DVR and the Extended Warranty.

Version Effective 11/10/06.