
“MICROSOFT EXTENDED HARDWARE SERVICE”

**Commercial Extended Warranty Insurance Policy
CANADA**

FOR RESIDENTS OF BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA, SASKATCHEWAN, OR YUKON (ONLY)

CONGRATULATIONS! Thank you for purchasing commercial “Microsoft Extended Hardware Service” extended warranty insurance. Please keep this important terms and conditions document (the “**Policy**”) along with the Plan Purchase Receipt together in a safe place, as both will be needed at time of Claim. The information contained in this Policy is intended to serve as a valuable reference guide to help the Holder determine and understand “WHAT IS COVERED” under the Policy. For any questions regarding the information contained in this Policy, or coverage in general, please contact the Administrator toll-free at 1-877-696-7786.

DEFINITIONS

Throughout this Policy, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”:** Industrial Alliance Pacific, General Insurance Corporation, 2165 West Broadway, Vancouver, BC V6K 4N5.
- **“Administrator”:** the entity authorized by Us to administrate coverage under this Policy, who is AMT Warranty Corp. of Canada, ULC, 1900 736 – 6th Avenue SW, Calgary, Alberta T2P 3T7 (c/o P.O. Box 1189, Bedford, TX 76095; USA).
- **“Retailer”:** the seller that has been authorized by Us to sell this Policy to the Holder.
- **“Policy Holder”, “Plan Holder”, “Holder”:** the business or commercial owner of the Equipment that is/are covered under this Policy.
- **“Equipment”:** the eligible item(s) that is/are covered under this Policy.
- **“Original Purchase Price”:** the amount paid by the Holder for the covered Equipment(s); excluding any applicable taxes and/or fees, as indicated on the Plan Purchase Receipt.
- **“Plan Purchase Receipt”:** the receipt document (paper or e-mail) provided to the Holder as proof of Policy purchase; which must be attached to and forms part of the ENTIRE AGREEMENT between Us and the Holder.
- **“Term”:** the period of time in which the provisions of this Policy are valid.
- **“Claim”:** a demand for payment in accordance with this Policy sent by the Holder.
- **“Failure”:** the mechanical and/or electrical breakdown of the covered Equipment to perform its intended function including defects in materials or workmanship; occurring during normal use of the Equipment.
- **“Power Surge”:** damages to the Equipment resulting from an oversupply of voltage to the covered Equipment while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Equipment to a power source.
- **“Deductible”:** the amount the Holder is required to pay, per Claim, for services covered under this Policy (if any).
- **“ADH”:** accidental damage from handling; such as damage resulting from dropping the covered Equipment, liquid spillage, or in association with screen breakage. *Separate purchase for ADH coverage is required. NOTE: ADH coverage is not available for all Equipment types or Coverage Plan Options.*

POLICY TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to the covered Equipment resulting from Power Surge or, if purchased/ applicable, ADH** begins upon Equipment purchase date and continues for the Term shown on the Plan Purchase Receipt.
2. **Coverage for a Failure (as defined above)** begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of the Holder’s Term shown on the Plan Purchase Receipt.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Policy, the merchandise must be: (a) purchased from an authorized Retailer; (b) not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and (c) intended to be used in a commercial/business capacity¹.

WHAT IS COVERED – GENERAL

In accordance with the POLICY TERM described above, in the event of a covered Claim this Policy provides labor and/or parts required to repair the covered Equipment, or at Our sole discretion, replacement of the originally covered Equipment in lieu of repair.

1. **About Repairs:** Parts used to repair the Equipment may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Equipment.
2. **About Replacements:** In the event We determine the original Equipment cannot be repaired, We will make every reasonable effort to replace the defective Equipment with one of the same model/features; however, We reserve the right to replace the defective Equipment with one of equal or similar features and functionality.

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED”: Coverage described in this Policy will not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Policy; regardless of the manufacturer’s ability to fulfill its obligations. If a replacement item is provided, technological

¹ NOTICE – ABOUT “EDUCATIONAL INSTITUTION USE”: MERCHANDISE INTENDED TO BE USED IN AN EDUCATIONAL INSTITUTION CAPACITY IS NOT ELIGIBLE FOR COVERAGE UNLESS SPECIFICALLY PURCHASED AND INDICATED ON THE HOLDER’S PLAN PURCHASE RECEIPT.

advances may result in a replacement product with a lower selling price than the originally covered Equipment, and no reimbursement based on any replacement item cost difference will be provided. Any and all parts or units replaced under this Policy become Our property in their entirety.

COVERAGE PLAN OPTIONS

(As indicated on the Plan Purchase Receipt and applicable to the Holder)

1. LAPTOP/DESKTOP PLANS:

A) LAPTOP/DESKTOP PLAN (NO ADH) – If the Laptop or Desktop Plan (“Plan”) is purchased and indicated on the Plan Purchase Receipt, coverage includes that which is described in the WHAT IS COVERED section above.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN (NO ADH): Under this Plan, [no Deductible payment is required] [the Holder is required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator].

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN (NO ADH): During the Plan Term, the maximum amount that We will pay for services in connection with all Claims pursuant to this Policy will not exceed the Original Purchase Price of the covered Equipment. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of the covered Equipment, or We replace the original covered Equipment for any reason, Our obligations under this Policy will be considered fulfilled and coverage ends.

B) LAPTOP/DESKTOP PLAN with ADH – If the Laptop or Desktop Plan including ADH (“Plan”) is purchased and indicated on the Plan Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, this Plan also provides labor and/or parts required to repair the covered Equipment if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Equipment, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN with ADH: Under this Plan, [no Deductible payment is required] [the Holder is required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator].

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN with ADH: During the Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Policy is (at Our sole discretion) will not exceed the Original Purchase Price of the covered Equipment. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of the covered Equipment, or We replace the original covered Equipment for any reason, Our obligations under this Policy will be considered fulfilled and coverage ends.

NOTICE – ABOUT ADH UNDER A “LAPTOP/DESKTOP PLAN”: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS “ADH” HAS BEEN PURCHASED AND IS INDICATED ON THE HOLDER’S PLAN PURCHASE RECEIPT.

2. SURFACE OR TABLET PLAN:

A) SURFACE OR TABLET PLAN (NO ADH) – If a Surface or Tablet Plan (“Plan”) is purchased and indicated on the Plan Purchase Receipt, coverage includes that which is described in the WHAT IS COVERED section above.

DEDUCTIBLE – SURFACE OR TABLET PLAN (NO ADH): Under this Plan, [no Deductible payment is required] [the Holder is required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator].

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN (NO ADH): During the Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Policy is (at Our sole discretion):

- *For Non-ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to the covered Equipment up to the amount equal to the Original Purchase Price of the covered Equipment. Once this Aggregate Repair Limit has been reached, Our obligations under this Policy will be considered fulfilled and coverage ends.
 - *Replacement Limit:* up to one (1) replacement of the covered Equipment in the event We determine that it cannot be repaired. If the original covered Equipment has been replaced once for a non-ADH cause (such as Failure due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations under this Policy will be considered fulfilled and coverage ends.
- *For ADH Claims:*
 - *NOT COVERED.*

B) SURFACE OR TABLET PLAN with ADH – If a Surface or Tablet Plan including ADH (“Plan”) is purchased and indicated on the Plan Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, this Plan also provides labor and/or parts required to repair the covered Equipment if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Equipment, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – SURFACE OR TABLET PLAN with ADH: Under this Plan, [no Deductible payment is required] [the Holder is required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator].

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN with ADH: During the Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Policy is (at Our sole discretion):

- *For Non-ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to the covered Equipment up to the amount equal to the Original Purchase Price of the covered Equipment. Once this Aggregate Repair Limit has been reached, Our obligations under this Policy will be considered fulfilled and coverage ends.
 - *Replacement Limit:* up to one (1) replacement of the covered Equipment in the event We determine that it cannot be repaired. If the covered Equipment has been replaced once for a non-ADH cause (such as Failure due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations under this Policy will be considered fulfilled and coverage ends.
- *For ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to the covered Equipment up to the amount equal to the Original Purchase Price of the covered Equipment. Once this Aggregate Repair Limit has been reached, Our obligations under this Policy will be considered fulfilled and coverage ends.
 - *Replacement Limit:* up to two (2) replacements for the covered Equipment in the event We determine that the covered Equipment cannot be repaired. Once the covered Equipment has been replaced twice for an ADH cause, Our obligations under this Policy will be considered fulfilled and coverage ends.

NOTICE – About Replacements under a “SURFACE OR TABLET PLAN”: Under this Plan, when a replacement is applicable and provided to the Holder in lieu of repair, any accessories that are not integral to the basic function of the Equipment will NOT be provided with a replacement device. Replacement devices may not be the same model or color as the original covered Equipment.

NOTICE – ABOUT ADH UNDER A “SURFACE OR TABLET PLAN”: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS “ADH” HAS BEEN PURCHASED AND IS INDICATED ON THE HOLDER’S PLAN PURCHASE RECEIPT.

ADDITIONAL BENEFIT INCLUDED THIS POLICY – NO LEMON GUARANTEE

This Policy also provides a “NO LEMON GUARANTEE”. Within any consecutive twelve (12) month period, if the covered Equipment has three (3) repairs covered under the Holder’s Policy for the same problem and a fourth (4th) repair is required for the same problem and considered covered under the Holder’s Policy, then We will replace the covered Equipment with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder with reimbursement equal to the fair market value of the Equipment as determined by Us based upon the age of the Equipment and subject to the LIMIT OF LIABILITY section. Any repair services performed while the covered Equipment is under its manufacturer’s warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered “qualifying service repairs” under this benefit.

PLACE OF SERVICE

For all covered Claims, this Policy provides pre-paid shipping of the affected Equipment to the servicing location designated by the Administrator, as well as shipping of the restored Equipment (or replacement, if applicable) back to the Holder’s registered location on file.

LIMIT OF LIABILITY

In addition to that which is noted in the COVERAGE PLAN section as applicable to “the Plan”, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Failure of any Equipment or equipment, from delays in service or the inability to render service, or resulting from the unavailability of repair parts/components. Neither We nor the Retailer shall be liable for any and all pre-existing conditions known to the Holder, including any inherent Equipment flaws.

WHAT IS NOT COVERED – EXCLUSIONS

AS RELATED AND APPLICABLE TO THE HOLDER’S COVERED EQUIPMENT, THIS POLICY DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

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| <ul style="list-style-type: none"> (a) Pre-existing conditions incurred or known to the Holder (“pre-existing conditions refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the covered Equipment before this Policy was purchased); (b) Improper packaging and/or transportation by the Holder or the Holder’s representative resulting in damage to the Equipment while it is in transit, including improperly securing the Equipment during transportation; (c) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals (including external peripheral keyboards if the Equipment includes a virtual keyboard and any associated carrying cases or stands) or any items considered to be expendable or consumer replaceable; (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us; (e) Merchandise that is used by an “educational institution” (UNLESS specifically purchased and indicated on the Holder’s Plan Receipt; | <ul style="list-style-type: none"> (f) Riot, nuclear radiation, war/hostile action or radioactive contamination; (g) Damage from freezing or overheating; (h) Inadequate or interruption of electrical service; (i) Neglect, negligence, misuse, abuse (“abuse” refers to the intentional treatment of the Equipment in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), vandalism, theft, or malicious mischief or disappearance; (j) Rust, corrosion, warping, bending; (k) Animals (including pets), animal inhabitation or insect infestation; (l) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action; (m) Accidental Damage from Handling (ADH); unless “ADH” is indicated on the Plan Purchase Receipt; |
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- (n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Equipment in conditions outside of the manufacturer's specifications or instructions, or use of the Equipment as would be voidable coverage under the manufacturer's warranty or use of a covered Equipment in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications;
- (o) Operational errors;
- (p) Loss of electricity, "power brown-out" or improper use of electricity;
- (q) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer's ability to pay for such repairs;
- (r) Merchandise that has removed or altered serial numbers;
- (s) Consequential damages or delay in rendering service under this Policy, or loss of use or data during the period of time in which the Equipment is at a repair facility or otherwise awaiting parts as authorized by Us;
- (t) Non-Failure problems, including but not limited to: imperfections, noises, squeaks or cosmetic damage ("*cosmetic damage*" refers to damages or changes to the physical appearance of the Equipment that does not impede or hinder the Equipment's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish);
- (u) Normal periodic or preventive maintenance, user education or set up adjustments;
- (v) Any service of the Equipment that is covered by a warranty, other service contract, or insurance;
- (w) Attachments that are essential to the basic function of the Equipment, but not provided by the manufacturer or not included in the original sale of the Equipment;
- (x) Screen/monitor imperfections, including burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens (except as may otherwise be covered if "ADH" is indicated on the Plan Purchase Receipt);
- (y) LCD/LED/plasma resolution or breakdown, pixel burnout or other image breakdown that is not in accordance with the manufacturer's specifications and/or minimum display standards, and pixel illumination issues which do not affect the overall viewing of the display (such as missing pixels, intermittent pixels or wrong color pixels);
- (z) Signal reception or transmission problems resulting from external causes;
- (aa) Cost of lost components not covered by the Equipment's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries, connectors, cords, fuses, keypads, plastic body or molding, switches and wiring;
- (bb) Cost of removal or disposal of the Equipment from the Holder's possession in order to comply with any EPA requirements;
- (cc) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Equipment; or
- (dd) Any service performed outside of Canada or the United States of America.

THE HOLDER IS RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS EXTENDED WARRANTY INSURANCE POLICY DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE COVERED EQUIPMENT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO THE HOLDER. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM THE ORIGINAL COVERED EQUIPMENT.

IF THE COVERED EQUIPMENT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO THE COVERED EQUIPMENT IS COVERED UNDER THE HOLDER'S POLICY. IN ORDER FOR A CLAIM TO BE CONSIDERED, THE HOLDER WILL NEED TO FIRST CONTACT US FOR INITIAL TRIAGE OF THE PROBLEM WITH THE COVERED EQUIPMENT. THIS POLICY MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKES UNAUTHORIZED REPAIRS.

For best service, the Holder should have the Plan Purchase Receipt readily available and call Us toll-free at 1-877-696-7786. Our authorized representatives will promptly obtain details regarding the issue the Holder is experiencing with the Equipment, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, the Holder will be provided with a *Claim authorization number* and further instructions on how to obtain service for the covered Equipment.

The affected Equipment should never be returned to a Retailer or shipped anywhere, unless the Administrator has provided instructions to do so. This Policy provides pre-paid shipping of the affected Equipment to the servicing center designated by the Administrator, as well as shipping of the restored Equipment (or replacement, if applicable) back to the Holder's registered location on file.

The Holder will need to ensure the following are included in the pre-paid shipment package:

- (1) *The affected Equipment; and*
- (2) *A copy of the Plan Purchase Receipt, with a prominent notation of Your Claim authorization number that was provided by the Administrator.*

Coverage will be provided for eligible services that are conducted by a servicing center or Retailer as authorized by Us. If the Holder's Term expires during the time of an approved Claim, coverage under the Holder's Policy will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Policy.

RENEWABILITY

If the Holder wishes to renew coverage under this Policy, please contact the Administrator prior to the expiration of the current Policy Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

TRANSFERABILITY

Coverage under this Policy cannot be transferred by the original Holder to any other party or product.

CANCELLATION

The Holder may cancel this Policy at any time by informing the Administrator of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Policy only.

- If the Holder's cancellation request is within 30 days of the Policy purchase date, the Holder will receive a 100% refund of the Policy purchase price paid by the Holder, minus any Claims paid by Us.
 - If the Holder's refund is not paid or credited within 30 days after the Holder's cancellation request to Us, We will add an extra 10% to the Holder's due refund for every 30 days the refund is not paid by Us.
- If the Holder's cancellation request is made after 30 days of the Policy purchase date, the Holder will receive a pro-rata refund of the Policy purchase price paid by the Holder, minus any Claims paid by Us and an administrative fee not to exceed 10% of the Policy purchase price or \$10.00; whichever is less.
- We may only cancel this Policy for the following reasons: (A) non-payment of the Policy purchase price/fee by the Holder; (B) material misrepresentation by the Holder; or (C) substantial breach of duties under this Policy by the Holder in relation to the covered Equipment or its use.
 - If We cancel this Policy, We will provide written notice to the Holder at least 15 days prior to the effective date of cancellation. Such notice will be sent to the Holder's current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Policy, the Holder will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

PROVINCE/TERRITORY ADDENDUMS

Regulation of extended warranty contracts may vary widely from province/territory to province/territory. Any provision within this Policy that conflicts with the laws of the province/territory in which this Policy was purchased shall automatically be considered to be modified in conformity with applicable provincial/territorial laws and regulations as set forth below. The following provincial/territorial requirements apply if the Holder's Policy was purchased in one of the following provinces and supersede any other provision within the Holder's Policy terms and conditions to the contrary; except, expressly: COVERAGE IS NOT AVAILABLE TO RESIDENTS OF ALBERTA, MANITOBA, NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND OR QUEBEC; REGARDLESS OF THE PROVINCE/TERRITORY IN WHICH THIS POLICY WAS PURCHASED.

- **For Residents of British Columbia, New Brunswick, Nova Scotia, Saskatchewan and Yukon:** Every action or proceeding against Us for the recovery of insurance benefits payable under this Policy is absolutely barred; unless commenced within the time set out in the *Insurance Act* of the Holder's province of residence. This transaction is between the Holder and Industrial Alliance Pacific, General Insurance Corporation. In arranging this transaction described herein, Retailer, by whom the sales associate is employed, is representing Industrial Alliance Pacific, General Insurance Corporation. The nature and extent of interest of Retailer in Industrial Alliance Pacific, General Insurance Corporation is none. The nature and extent of interest of Industrial Alliance Pacific, General Insurance Corporation in Retailer is none.
- **Additionally for Residents of British Columbia Only:** *The Financial Institutions Act* prohibit Us, the Retailer or a sales associate from requiring the Holder to transact additional or other business with Us or any other person or corporation as a condition of this transaction.
- **Additionally for Residents of Yukon Only:** THE HOLDER MAY CANCEL THIS POLICY BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.