(i)   A written affirmation of fact or written promise which relates to the nature of the material or workmanship and affirms or promises that the material or workmanship is defect–free or meets a specified level of performance; or

(ii)   A written undertaking to refund, repair, replace, or take other remedial action with respect to the consumer product if it proves defective in material or workmanship or fails to meet a specified level of performance.

(2)   "Guaranty" includes warranty.

(3)   "Guaranty" does not include:

(I)   [a] A written statement or expression of general policy concerning customer satisfaction which is not subject to specified limitations; OR

(II)   A SERVICE CONTRACT.

(E)   "MECHANICAL BREAKDOWN INSURANCE" MEANS A POLICY, CONTRACT, OR AGREEMENT ISSUED BY AN AUTHORIZED INSURER THAT PROVIDES FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE OF PROPERTY OR INDEMNIFICATION FOR REPAIR, REPLACEMENT, OR SERVICES, FOR THE OPERATIONAL OR STRUCTURAL FAILURE OF A PRODUCT DUE TO A DEFECT IN THE MATERIALS OR WORKMANSHIP OR DUE TO NORMAL WEAR AND TEAR.

[(e)] (F)   "Person" includes an individual, corporation, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity.

[(f)] (G)   "Person guaranteed" means:

(1)   The person who is the first buyer at retail of a consumer product which is the subject of a guaranty; [or]

(2)   A person who is entitled to enforce the obligations of a guaranty against the guarantor; OR

(3)   THE PERSON WHO IS ENTITLED TO ENFORCE THE OBLIGATIONS OF THE PROVIDER UNDER A SERVICE CONTRACT.

(H)   "PROVIDER" MEANS A PERSON OR PERSONS ACTING IN CONCERT WHO ARE CONTRACTUALLY OBLIGATED UNDER THE TERMS OF A SERVICE CONTRACT TO PROVIDE SERVICES TO THE OWNER OF A PRODUCT COVERED BY THE SERVICE CONTRACT.

[(g)] (I)   "Reasonable and necessary maintenance" means those operations which the person guaranteed reasonably can be expected to perform or have performed and which are necessary to keep the [consumer] product performing its intended function.

[(h)] (J)   "Replace" means:

(1)   To replace a [consumer] product or its component with a new and identical or equivalent [consumer] product or component; or