

(2) To refund the price of the [consumer] product or its component less reasonable depreciation if:

- (i) Neither replacement nor repair is commercially practicable; or
- (ii) The person guaranteed is willing to accept the refund in place of the replacement or repair.

(K) (1) "SERVICE CONTRACT" MEANS A CONTRACT OR AGREEMENT FOR A SEPARATELY STATED CONSIDERATION FOR A SPECIFIC DURATION TO PERFORM THE REPAIR, REPLACEMENT, OR MAINTENANCE OF A PRODUCT, OR TO INDEMNIFY FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE, BECAUSE OF AN OPERATIONAL OR STRUCTURAL FAILURE DUE TO A DEFECT IN MATERIALS, WORKMANSHIP, OR NORMAL WEAR AND TEAR, WITH OR WITHOUT ADDITIONAL PROVISIONS FOR INCIDENTAL PAYMENT OF INDEMNITY UNDER LIMITED CIRCUMSTANCES.

(2) "SERVICE CONTRACT" INCLUDES A CONTRACT OR AGREEMENT FOR REPAIR, REPLACEMENT, OR MAINTENANCE OF A PRODUCT FOR DAMAGE RESULTING FROM POWER SURGES AND ACCIDENTAL DAMAGE FROM HANDLING.

(3) "SERVICE CONTRACT" DOES NOT INCLUDE:

- (I) A GUARANTY;
- (II) A MAINTENANCE AGREEMENT THAT DOES NOT INCLUDE A PROVISION FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE OF A PRODUCT BECAUSE OF AN OPERATIONAL OR STRUCTURAL FAILURE DUE TO A DEFECT IN MATERIALS, WORKMANSHIP, OR NORMAL WEAR AND TEAR;
- (III) A WARRANTY, SERVICE CONTRACT, OR MAINTENANCE AGREEMENT OFFERED BY A PUBLIC UTILITY ON ITS TRANSMISSION DEVICES TO THE EXTENT IT IS REGULATED BY THE PUBLIC SERVICE COMMISSION;
- (IV) A MECHANICAL REPAIR CONTRACT UNDER § 15-311.2 OF THE TRANSPORTATION ARTICLE; OR
- (V) MECHANICAL BREAKDOWN INSURANCE.

[(i)] (L) (1) "Services" means work, labor, or any other kind of activity furnished or agreed to be furnished to a person guaranteed.

(2) "Services" includes services for home improvement, repair of a motor vehicle and other [consumer] products, and the repair or installation of plumbing, heating, electrical, or mechanical devices.

(3) "Services" does not include the professional services of an accountant, architect, clergyman, engineer, lawyer, or medical or dental practitioner.

[(j)] (M) (1) "Without charge" means that the guarantor cannot charge the person guaranteed for any costs which the guarantor or [his] THE GUARANTOR'S representative incurs in connection with the required repair or replacement of a consumer product.