

# SERVICE CONTRACT COMPREHENSIVE COVERAGE

## THE TERMS AND CONDITIONS PRESENTED IN THIS DOCUMENT CONSTITUTE YOUR ENTIRE SERVICE CONTRACT RIGHTS UNDER THIS CONTRACT MAY VARY FROM STATE TO STATE.

This document sets forth the entire Contract between the Service Provider hereinafter referred to as We, Us and Our, and, the Purchaser as You and Your. No representation, promise or condition herein shall modify these terms. Service Net Solutions, LLC ("Service Net") is contractually obligated to You to provide service under this Contract where in accordance with, and as allowed by state law. If this Contract is purchased in Florida, Service Net Solutions of Florida, LLC ("Service Net") is contractually obligated to You to provide service under this Contract. Please refer to the face of this Contract for applicable state disclosures.

**1. What Is Covered:** We will furnish or pay labor and replacement parts necessary to repair mechanical breakdowns of the product specified in this Contract, provided such service is necessitated by product failure during normal usage. The specified and covered product includes only equipment as originally configured and charged for in the Service Contract. Coverage during any of the manufacturer's parts and labor warranty includes only food loss and power surge. In lieu of repair, Service Net may, at its discretion, buy-out the Contract or make a product replacement up to the retail price of the equipment less any claims that have been paid under the Contract. The coverage for the product is terminated upon buyout or product replacement.

A. **Food loss:** You will be reimbursed for food losses resulting from the failure of Your refrigerator or freezer up to \$250 per appliance per claim year.

B. **Power surge and spike:** This service plan protects against operational failure of a covered product if a failure occurs while properly connected.

**2. Major Component:** All major components are covered as part of the standard service Contract.

**3. Wait Period:** Customers will be subjected to a 30 day wait period if payment is received 60 days or more after the expiration date of a) the manufacturer's warranty or b) a previous extended service plan covered by Us.

**4. Important Note:** Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all items to be covered must be provided to execute application for service. If You request a service call for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the servicer, You must call to cancel the appointment in advance of the agreed upon time of service. You may be responsible for paying the second trip charge for the subsequent rescheduled repair.

**5. Transferability:** In Florida and all other states You may transfer this Contract to any person by sending written notice to: Service Net, P.O. Box 811, Jeffersonville, IN 47131.

**6. Time For Service:** Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays.

**7. Place Of Service:** Service will be provided by a manufacturer authorized service center, or the Dealer named in this Contract. After We authorize Your claim, You may arrange for service and We will cover the reasonable parts and labor costs that We authorize. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. **Your original purchase receipt should be kept with this service Contract in a safe place.** On-Site service will be provided for all types of Major Appliances. All other product categories are covered for carry-in or depot service unless specified on the front of this form as onsite coverage. If you are entitled to on-site service but due to environmental and/or technical requirements, certain repairs can not be completed in Your residence the cost to transport and/or ship the product for service will be paid by Service Net.

**8. Parts And Subcontracting:** New parts are used to repair equipment. Service may be performed by subcontractors.

**9. Unavailability Of Functional Parts Or Technical Information:** If We determine that We are unable to repair Your equipment due to the unavailability of functional parts, service or technical information, You are entitled to a comparable equipment replacement. In all cases, We will determine equipment comparability. We reserve the right to offer reimbursement for the current market value of the equipment, less claims made, in lieu of service or replacement of the equipment. In all cases where parts or technical information are on extended backorder, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled upon product replacement, reimbursement or contract term expiration.

## 10. LIMITATIONS OF COVERAGE. THIS CONTRACT DOES NOT COVER:

**(A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES, CANADA AND PUERTO RICO.**

**(B) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER.**

**(C) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND OUR CONTROL INCLUDING, BUT NOT LIMITED TO, REPAIRS NECESSARY DUE TO OPERATOR NEGLIGENCE, THE FAILURE TO MAINTAIN THE EQUIPMENT ACCORDING TO THE OWNER'S MANUAL INSTRUCTIONS, ABUSE, VANDALISM, THEFT, FIRE, FLOOD, WIND, FREEZING, POWER FAILURE, INADEQUATE POWER SUPPLY, UNUSUAL ATMOSPHERIC CONDITIONS, OR ACTS OF WAR OR ACTS OF GOD.**

**(D) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS. ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED. ANY INSTALLATION THAT PREVENTS NORMAL SERVICE. ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT.**

**(E) EQUIPMENT USED COMMERCIALY.**

**(F) NONFUNCTIONAL PARTS, WALLS AND INFRASTRUCTURE CABINETRY AND CABINET FRAMES, DECORATIVE FINISHING, DOOR LINERS, GLASS, HANDLES, HINGES, KNOBS, MASKS, RACKS, ROLLERS, AND SHELVES. COSMETIC DAMAGE IS NOT COVERED. FAILURES DUE TO CORROSION, RUST, DUST, ANIMAL OR INSECT DAMAGE. CONSUMABLE ITEMS SUCH AS: LIGHT BULBS, NON-FUNCTIONAL PLASTIC, PORCELAIN, OR ENAMEL PARTS, DRIP PANS OR GRATES, EXTERIOR/INTERIOR FINISHES, KNOBS, DIALS, OR HANDLES, TRIM AND/OR APPEARANCE PARTS OR ACCESSORY ITEMS SUCH AS WATER OR ELECTRICAL CONNECTIONS AND VENTING EQUIPMENT, FILTERS, BATTERIES, INCLUDING RECHARGEABLE BATTERIES, FILTERS, FUSES, BLADES, REPLACEABLE FLUIDS, OR ANY OTHER PARTS, MATERIALS AND OPERATING SUPPLIES**

**WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE PRODUCT. (G) DAMAGE COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, IMPROPER CONSTRUCTION, OR FACTORY BULLETINS, (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS A GOING CONCERN).**

**(H) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS". REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY. REFURBISHED EQUIPMENT WITH AN ORIGINAL 90 DAY WARRANTY MUST HAVE AT LEAST 30 DAYS REMAINING IN THAT WARRANTY TO QUALIFY FOR COVERAGE**

**(I) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, CUSTOMER EDUCATION AND CLEANINGS.**

**(J) LOSS OR DAMAGE AS A RESULT OF VIOLATION OF EXISTING FEDERAL, STATE AND MUNICIPAL CODES INCLUDING REPAIRS TO PRODUCTS NOT COMPLYING WITH SAID CODES.**

**(K) PRE-EXISTING CONDITIONS (INCURRED PRIOR TO THE EFFECTIVE DATE OF COVERAGE).**

**(L) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS.**

**(M) EQUIPMENT WHERE THE SERIAL PLATE ATTACHED TO THE EQUIPMENT IS REMOVED, DEFACED OR MADE ILLEGIBLE.**

**(N) DAMAGE RESULTING FROM UNAUTHORIZED REPAIR; IMPROPER GAS OR WATER CONNECTIONS, OR ELECTRICAL WIRING AND CONNECTIONS; DAMAGE CAUSED DURING DELIVERY, IMPROPER INSTALLATION, OR SETUP, USER FACILITATED MINOR ADJUSTMENTS AND SETTINGS OUTLINED IN THE PRODUCT'S OWNERS MANUAL, INACCESSIBLE PRODUCTS OR PARTS, NEGLIGENCE, MISUSE OR ABUSE WHETHER WILLFUL OR NOT.**

**(O) PAYMENT FOR SUBSEQUENT SERVICE CALLS WHICH RESULT IN A "NO FAILURE FOUND" DIAGNOSIS. NON FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS. SUBSEQUENT TRIP CHARGES MAY NEED TO BE PAID BY YOU IF A SECOND "NO FAILURE FOUND" DIAGNOSIS IS DETERMINED BASED ON THE SAME PROBLEM.**

**11. Cancellation And Refund:** You may cancel at any time for any reason. If You cancel this Contract within sixty (60) days of the date of purchase the Dealer/Retailer will refund the full purchase price less any claims. If You cancel this Contract thereafter, the Dealer/Retailer will refund to You the remaining days of coverage on a daily prorated basis, less costs for service performed (if applicable). Neither You nor the Dealer/Retailer is obligated to renew this Contract beyond the current term. We reserve the right to terminate the Contract if payment is not made when due.

**12. No Lemon Guarantee:** When three service repairs, with three separate claim numbers, have been completed on the component, and that component requires a fourth repair, as determined by Us, Your product will be replaced with a product of like grade and quality by Us, not to exceed the original retail purchase price. Preventative maintenance checks, cleanings, product diagnosis, customer education and accessory repairs or replacement are not considered repairs for the purposes of this claims limitation. This does not include repairs necessary during the manufacturer's warranty period. Once you have received your product replacement all contractual obligations under this Contract have been fulfilled.

**13. State Variations:** Certain states have specific conditions; conditions listed on the front of this form apply to You.

**14. Claims Limitation:** The total payment(s) for all claims under this Contract shall not exceed the original retail price of the covered product(s) or system, except in those cases in which the No Lemon Guarantee applies.

**15. Coverage and Term: This is not an insurance policy.** Obligations under this Contract in Florida and all other states are insured by Great American Insurance, 49 East 4th Street, Suite 800, Cincinnati, OH 45202. Phone number 1-800-280-0352. With any correspondence, please provide Your daytime phone number and claim number. You are entitled to make a direct claim against the insurance company if We fail to provide service described herein within thirty (30) days after proof of loss has been filed with Us, or in the event We are no longer in business or are bankrupt. Parts and service will be furnished as necessary to maintain the proper functional operation of the equipment listed on the reverse side of this Contract. The expiration date and price of this Contract are shown on the face of this Contract. Parts and on-site service already covered under the original warranty will be provided under that warranty and no liability shall be established here under if covered by an original manufacturer's warranty. There are some limitations of coverage. You should review the limitations of coverage paragraph for details.

**16. Entire Contract:** This is the entire Contract and no other oral modifications are valid.

**17. LIMITATION OF LIABILITY: THE DEALER/RETAILER, SERVICE NET, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.**

If You have any questions, require customer service, or wish to report a claim, please contact: Service Net, 650 Missouri Ave, Jeffersonville, IN 47130.