



**Agreement Administrator
Consumer Warranty Services
P.O. Box 1405
Newton, IA 50208
Telephone: 877-961-7799**

DEFINITIONS:

- A. "Obligor", "We", and "Our" mean the company obligated under this Agreement, Consumer Warranty Services, LLC, PO Box 1405, Newton, IA 50208.
- B. "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.
- C. "Administrator" means Consumer Warranty Services ("CWS"), PO Box 1405, Newton, IA 50208.
- D. "Appliance Solutions" means the entity selling the Covered Product and this Agreement.
- E. "Covered Product" means the consumer item(s) which You purchased concurrently with and is covered by this Agreement.
- F. "Agreement" means the terms, conditions, limitations and exclusions, including the face page.

CONGRATULATIONS

You have just made a smart consumer decision to protect Yourself from some future repair cost(s) associated with your Covered Product by purchasing this Agreement. This Agreement is a contract between is an agreement between the Administrator/Obligor, Consumer Warranty Services, LLC (CWS), and You, the purchaser.

Please keep this document in a safe place along with the original sales receipt You received when You purchased Your Covered Product. It will serve as a valuable reference guide and will help You determine what is covered by the Agreement. You must provide the original sales receipt for a claim to be processed.

PRODUCT ELIGIBILITY

The protection offered under this Agreement is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Agreement covers products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for the Agreement, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Agreement covers mechanical and electrical failures that would normally be covered by the manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this Agreement. Coverage only applies to products used non-commercially. Accessories and/or add-on options purchased separately and not essential to the basic function of the Covered Product are not eligible for coverage.

COVERAGE

Coverage under this Agreement begins as of date of purchase or date of installation by the selling retailer (proof of original installation shall be required if different than Covered Product purchase date) and continues for the period of time defined on Your sales receipt. This Agreement provides for the repair or replacement of Your Covered Product to its standard operating condition if the Covered Product fails to perform its intended functions due to normal wear and tear or a defect in either materials or workmanship. There is no deductible under this Agreement. If we determine that Your Covered Product cannot be repaired, we will replace it with a new, rebuilt, or reconditioned product as close to like kind and quality as possible. This Agreement covers qualifying products sold and residing within a 75 mile radius of Tulsa, OK only.

This Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but may provide certain benefits during the term of the manufacturer's warranty. Actual service coverage under this Agreement begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer's warranty expires, the Agreement will furnish replacement parts and/or labor necessary to restore Your Covered Product to standard manufacturer's operating condition. A replacement part or product may be new or refurbished.

Major Component Coverage

Major component coverage under this Agreement includes the factory authorized replacement component only and does not include service call fees or component installation fees.

COMPONENT	APPLIANCE	FACTORY LIMITED WARRANTY	CONSUMER WARRANTY SERVICE LIMITED WARRANTY
Compressor	Refrigerator, Freezer, Room AC, Dehumidifier	varies	10 years INCLUDING factory warranty
Compressor	Refrigerator, Freezer (1)	10 years	Labor to replace compressor INCLUDING factory warranty

Magnetron Tube	Microwave Oven		varies	10 years INCLUDING factory warranty
Magnetron Tube	Microwave Oven	(1)	10 years	Labor to replace magnetron tube INCLUDING factory warranty
Transmission	Automatic Washer	(1)	varies	10 years INCLUDING factory warranty
Transmission	Automatic Washer		10 years	Labor to INSTALL (NOT REBUILD) transmission INCLUDING factory labor warranty
Direct Drive Motor	Automatic Washer	(1)	varies	10 years INCLUDING factory warranty
Motor	Dishwasher/Dryers		varies	10 years INCLUDING factory warranty
Heating Element/Ignitor	Electric/Gas Dryers		varies	10 years INCLUDING factory warranty
Bake/Broil/Surface Element	Electric Ranges	(2)	varies	10 years INCLUDING factory warranty
Bake/Broil/Surface Element & Electronic Ignition	Gas Ranges		varies	10 years INCLUDING factory warranty
Motor	Vacuum Cleaners, Range Hoods, Compactors		varies	10 years INCLUDING factory warranty

(1) When labor is furnished, the rate paid will be the current factory approved rate paid to a dealer/servicer during the factory warranty period.

(2) EXCLUDES halogen and induction elements.

Limits of Liability

The limit of liability under this Agreement is the least of the cost of (1) original purchase price of the Covered Product excluding tax, handling and/or shipping or (2) authorized repairs not to exceed the original purchase price of the Covered Product or (3) replacement of the Covered Product with similar features or (4) If we determine that a Covered Product is not repairable, we may replace it with a new, rebuilt, or reconditioned product as close to like kind and quality as possible, or at our discretion, issue a gift card to Appliance Solutions for the original purchase price of that Covered Product, less any claims, shipping, handling, taxes and depreciation. Once a Covered Product is replaced this Agreement shall expire. In the event a Covered Product is replaced, the replaced product shall require the purchase of a new Agreement.

Should repair parts become unavailable, if a manufacturer no longer provides product support or all parts sources have been exhausted during the coverage period of this Agreement, the Obligor and the Administrator shall be excused from performance hereunder and You shall receive a full refund of the purchase price paid for the original Agreement less claims paid, if any. Replacement products may be new or rebuilt products. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts.

Special Features

- Food Loss** - This feature will reimburse You for food loss (perishable items that require refrigeration) due to the mechanical failure of Your refrigerator or freezer. Request for service should be initiated within 24 hours from discovery of refrigeration failure. To receive coverage for food loss, the failure of Your refrigerator or freezer must be due to a defect in the components of the appliance, excluding ice maker repairs. You will be reimbursed for food losses resulting from a covered failure of Your refrigerator or freezer up to two hundred and fifty dollars (\$250) per covered refrigerator or freezer over the term of this Agreement. To receive payment, You must have the covered refrigerator or freezer repaired by a service center authorized by the Administrator and submit a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.
- Power Surge** - This feature protects Your Covered Product against damage or defects caused by a power surge up to a maximum of the replacement cost of the Covered Product over the life of the Agreement while Your Covered Product is properly connected to a surge protector approved by the Underwriter's Laboratory. Assuming appropriate connection to a UL-approved surge protector (not required for Major Appliances), if Your Covered Product suffers damage from a power surge, You must file a claim with the insurance carrier who provides Your homeowner's/renter's insurance and/or to the power surge manufacturer's insurance carrier for reimbursement of the cost to repair Your Covered Product. The Administrator will reimburse any applicable carrier's deductible up to a \$250 limit once proof of a valid claim is provided.
- Lemon Protection** - During the term of this Agreement, if the same component fails three (3) times and the Covered Product requires a fourth (4th) repair, as determined in our sole discretion, we will issue a gift card or replacement product as outlined in the Coverage Section. Component failures during the manufacturer's warranty or during a term outside of this Agreement do not count toward the No Lemon Guarantee. Once a Covered Product is replaced, then this Agreement is considered fulfilled and coverage ends.

SERVICE LOCATION

On-site Service: If Your Service Contract provides on-site service and Your Covered Product needs repair, call 877-961-7799 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If You live beyond a 75-mile radius of Tulsa, OK, You may be required to pay additional trip charges required over the 75-mile radius or bring said Covered Product, at your expense, to an authorized

service center. While most products can be repaired on-site, some Covered Products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Agreement does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the Covered Product is accessible to the service technician.

Carry-In Service: If Your Agreement provides carry-in service and Your Covered Product needs repair, call 877-961-7799 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. You are responsible for transporting Your Covered Product to and from the designated service center.

IF YOUR PRODUCTS NEEDS REPAIR

- If Your Covered Product needs repair or replacement for mechanical or electrical failures, You are required to call 877-961-7799 to obtain authorization prior to having repairs or replacements made. For faster service, please have Your dated proof of Covered Product purchase (sales receipt) available when You place the call. If the Covered Product is still covered by the manufacturer's warranty, You may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse You for repairs performed without prior approval or performed by an unauthorized servicer or others.
- Do not return the Covered Product to Your retailer unless so instructed by the Administrator.
- If Your Agreement expires during the time of an approved repair or replacement, this Agreement is extended until the repair or replacement has been completed.
- If Your Covered Product is covered under another valid Agreement and/or insurance policy, this Agreement will provide coverage over and above the other Agreement and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

IMPORTANT CONSUMER INFORMATION

If the Covered Product is exchanged by the manufacturer or retailer, you must advise the Administrator in writing at P.O. Box 1405, Newton, IA 50208, Attn: Data Entry, with the date of the exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original Agreement expiration date. If You transfer ownership of the Covered Product, this Agreement may be transferred by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer along with a \$10.00 transfer fee. The cancellation provisions of the Agreement apply only to the original purchaser of the Agreement.

This Agreement is not issued by the manufacturer or wholesale company marketing the Covered Product covered by this Agreement. This Agreement will not be honored by such manufacturer or wholesale company.

This Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Covered Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

CONSUMER RESPONSIBILITY

It is Your responsibility to protect the Covered Product from further damage. In order to keep this Agreement in force during its term, You promise and assure:

1. Full cooperation with the administrator and authorized service technicians during diagnosis and repair of the Covered Product
2. Accessibility of the Covered Product
3. A non-threatening and safe environment for in-home service
4. The presence of an adult at the time of scheduled service
5. That the Covered Product is not used for business or commercial purposes
6. That the Covered Product is maintained and installed within the manufacturer's recommendations
7. That You will provide a written notice of any defect or deficiency in service within 90 days of discovery by You.

EXCLUSIONS FROM COVERAGE

a. Ice makers, water dispensers. Any part, material or supply designed to be consumed during the life of the Covered Product, such as but not limited to: blades; external hoses; filters; fluids; fuses; pads; light bulbs; **b.** Components or products used for commercial, public, lease, or other non-residential purpose; **c.** Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a Covered Product, such as but not limited to: appearance parts; blades; cabinet frames; cabinetry; cracked cases; decorative finishing; dials; door liners; drip pans; enamel parts; finish defects; glass; grates; handles; hinges; knobs; masks; nonfunctional plastic; porcelain; racks; rollers; shelves; and trim; **d.** Damage incurred prior to the effective date of coverage; **e.** Multi-family household use; **f.** All oral warranties, promises, representations or guarantees made by the Obligor shall not be binding; **g.** Damage or costs resulting from improper gas or water connections; improper electrical wiring or connections; improper installation or setup; unauthorized modifications, alterations, repairs or repair personnel; **h.** Failures, damage or loss caused by any force external to the Covered Product, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; rust; earthquake; fire; hail; insects or other animals; lightning; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; sand; smoke; storm; terrorist attack; vandalism; wind; **i.** Installation or de-installation is not covered under this Agreement; **j.** Loss or damage to the Covered Product either while in storage or in the course of transit, delivery, or redelivery; **k.** Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings; costs related to any service request which results in customer education or no problem found; **l.** Damage to clothing; **m.** Covered Products whose serial/model number has been altered or removed; **n.** Repair, replacement, or damage caused by

failure to properly operate, maintain, or clean the Covered Product; o. Products not originally covered by a manufacturer's warranty unless specifically covered by this Agreement; p. Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; periodic checkups and/or preventative maintenance as directed by the manufacturer except as provided herein or loss resulting from failure to obtain a manufacturer's recommended inspections or maintenance; any and all pre-existing condition that occur prior to the effective date of this Agreement; q. Service where no problem can be found; r. Incidental, consequential, or secondary damages or delay in rendering service and/or replacement under this Agreement, or loss of use during the period that the Covered Product is at an authorized service center or otherwise awaiting parts; s. Breakdowns which are not reported with the term of this Agreement.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall Appliance Solutions, Consumer Warranty Services or the insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Agreement will not cover any defects that are subject to a manufacturer's program of reimbursement. This Agreement is not a warranty or insurance policy. This Agreement is not intended to create or limit any implied warranties concerning Your Covered Product, which may or may not exist under applicable law.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover payment against another party for anything we have paid under the Agreement, Your rights shall become our rights. You shall do whatever is necessary to enable us to reinforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

This Agreement provides a 30-day free look period from the purchase date of the Agreement. You may cancel this Agreement by providing written notice to Appliance Solutions within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. The Agreement is non-cancelable after 30 days from the date of contract purchase.

The Administrator can cancel this Agreement at any time in the event of fraud, nonpayment by You, material misrepresentation or breach of Agreement by You. If We cancel this Agreement, We must provide you with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will be refunded the unearned pro rata purchase price, less any claims paid. If this Agreement was inadvertently sold to You on a product(s), which was not intended to be covered by this Agreement, the Administrator will cancel this Agreement and return the full purchase price of the Agreement to you less any claims paid.

GOVERNING LAW

This Agreement shall be governed by the existing laws of the State of Oklahoma. Venue rests exclusively in Tulsa County, State of Oklahoma.

This Agreement is not issued by the manufacturer or wholesale company marketing the product. This service plan shall not be honored by such manufacturer or wholesale company. The Oklahoma Department of Insurance does not review commercial service warranty contract language. CANCELLATION - If You cancel this Agreement within the first thirty (30) days and no claim has been authorized or paid, we will refund the entire Agreement purchase price. If you cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, we shall retain ten percent (10%) of the unearned pro rata Agreement purchase price or twenty-five dollars (\$25), whichever is less. If we cancel this Agreement, one hundred percent (100%) of the Contract purchase price will be refunded.

TO RENEW THIS AGREEMENT

We are not obligated to renew your Agreement. To inquire if renewal coverage is available, please call 877-961-7799 for pricing and details. Renewal prices will reflect the age of the product, current service costs, and product repair experience. Note, not all products are eligible for renewal.

These terms and conditions are available at Appliance Solutions; www.appliancesolutionstulsa.com; or call 877-961-7799 to have a copy mailed to You.