



EXTENDED WARRANTY SERVICE CONTRACT

ID 47328
Owner Name KAMI DAY
Address 120 SOUTH STREET
PITTSFIELD, ME 04967
Owner Phone 207-944-7947
Contractor **SIMPLY EFFICIENT HEAT PUMPS**
PO BOX 213
PALMYRA, ME 04965
207-938-8244
Equipment Install Date 10/28/2021
Warranty Registration Date 11/03/2021

Equipment Information

1. LAU120HYV3 **SINGLE ZONE INVERTER HEAT PUMP - WALL MOUNT SUPER HIGH EFFICIENCY W/ WI-FI MODULE (12K BTU), IMPROVED EFFICIENCY**

Serial Number 120KAPB0SQ00
Startup Date 10/28/2021

LGFRLC410AE LG Residential & Light Commercial Systems Extended Warranty

Coverage Start Date 10/28/2021
Expiration Date 10/28/2031

10 Years Parts / 10 Years Compressor

DFSODU1P1210 Parts Only - Years 10-12 (from install) - Outdoor Unit (Units with 10/10 Parts/Compressor)

Coverage Start Date 10/28/2031
Expiration Date 10/28/2033

Parts Only Years 10-12 / Units with 10 years parts - 10 year Compressor. Excludes Refrigerant.

2. LAN120HYV3 **SINGLE ZONE INVERTER HEAT PUMP - WALL MOUNT SUPER HIGH EFFICIENCY W/ WI-FI MODULE (12K BTU), IMPROVED EFFICIENCY**

Serial Number 104KAQJ0FS72
Startup Date 10/28/2021

LGFRLC410AE LG Residential & Light Commercial Systems Extended Warranty

Coverage Start Date 10/28/2021
Expiration Date 10/28/2031

10 Years Parts / 10 Years Compressor

DFSIDU1P1210 Parts Only - Years 10-12 (from install) - Indoor Unit (Units with 10/10 Parts/Compressor)

Coverage Start Date 10/28/2031
Expiration Date 10/28/2033

Parts Only Years 10-12 / Units with 10 years parts - 10 year Compressor. Excludes Refrigerant.



WARRANTY CARD

LG RESIDENTIAL / LIGHT COMMERCIAL SYSTEMS

Outdoor Units = ODU's, Indoor Units = IDU's

Single-Zone System Components

Art Cool™ Gallery: LAN***HVP IDUs / LAU***HVP ODU's

Art Cool Mirror Wall-Mounted: LAN***HSV3 IDUs / LAU***HSV3 ODU's, LAN***HSV4 IDUs / LSU***HSV4 ODU's
LAN***HSV5 IDUs / LSU***HSV5 ODU's

Art Cool Premier: LAN***HYV1 IDUs / LAU***HYV1 ODU's, LAN***HYV2 IDUs / LAU***HYV2 ODU's,
LAN***HYV3 IDUs / LAU***HYV3 ODU's

Ceiling-Cassette: LCN**7HV IDUs / LUU**7HV ODU's, LCN**7HV4 IDUs / LUU**7HV ODU's, LCN**8HV4 IDUs / LUU**7HV ODU's,
LCN**8HV4 IDUs / LUU**9HV ODU's, LCN**8HV IDUs / LUU**9HV ODU's, LCN**8HV4 IDUs / LUU**0HV ODU's

Ceiling-Concealed Duct: LHN**7HV IDUs / LUU**7HV ODU's, LHN**8HV IDUs / LUU**9HV ODU's,
LDN**7HV4 IDUs / LUU**7HV ODU's, LDN**7HV4 IDUs / LUU**9HV ODU's

Ceiling-Concealed High Static Duct: LHN**8HV / LUU**0HV

Contractor Inverter Vertical Air Handling Units: LVN**0HCV IDUs / LUU**0HCV ODU's, LVN**1HV4 IDUs / LUU**0HCV ODU's

LGRED° Ceiling-Cassette: LCN**8HV4 IDUs / LUU**0HHV ODU's, LCN**9HV IDUs / LUU**0HHV ODU's

LGRED° Ceiling-Concealed Duct: LDN**7HV4 IDUs / LUU**0HHV ODU's, LHN**8HV IDUs / LUU**0HHV ODU's

LGRED° Convertible Mid-Static Duct: LHN**8HV1 IDUs / LUU**0HHV ODU's

LGRED° Vertical Air Handling Units: LVN**1HV4 IDUs / LUU**0HHV ODU's, LVN**0HV IDUs / LUU**0HHV ODU's

Low-Wall Console: LQN***HV4 IDUs / LUU**7HV ODU's, LQN**0HV4 IDUs / LUU**0HV ODU's

Mega 115 Standard Wall-Mounted: LSN***HXV IDUs / LSU***HXV ODU's, LSN***HXV2 IDUs / LSU***HXV2 ODU's

Mega Standard Efficiency Wall-Mounted: LSN***HFV3 IDUs / LSU***HFV3 ODU's

Mega Standard Wall-Mounted: LSN***HEV1 IDUs / LSU***HEV1 ODU's, LSN***HEV2 IDUs / LSU***HEV2 ODU's

Standard Extended Piping Wall-Mounted: LSN***HLV IDUs / LSU***HLV ODU's, LSN***HLV3 IDUs / LSU***HLV3 ODU's

Standard High Efficiency Wall-Mounted: LSN***HSV4 IDUs / LSU***HSV4 ODU's, LSN***HSV5 IDUs / LSU***HSV5 ODU's

Standard Convertible Mid-Static Duct: LHN**8HV1 IDUs / LUU**0HV ODU's

Standard Vertical Air Handling Units: LVN***HV4 IDUs / LUU**8HV ODU's, LVN***HV IDUs / LUU**8HV ODU's,
LVN***HV4 IDUs / LUU**9HV ODU's, LVN***HV(4) IDUs / LUU**0HV ODU's,
LVN300HCV IDUs / LUU360HV ODU's, LVN***HV IDUs / LUU601HV

Multi F / Multi F MAX Multi-Zone Outdoor Units / Branch Distribution Units

Multi F with LGRED ODU's: LMU180HHV, LMU240HHV, LMU300HHV

Multi F MAX with LGRED ODU's: LMU36*HHV, LMU42*HHV, LMU480HHV

Multi F ODU's: LMU183HV, LMU180HV, LMU18CHV, LMU243HV, LMU240HV, LMU24CHV, LMU303HV, LMU30CHV, LMU363HV, LMU36CHV

Multi F MAX ODU's: LMU48*HV, LMU54*HV, LMU60*HV

Multi F MAX Branch Distribution Units: PMBD36**

Multi F / Multi F MAX Multi-Zone Indoor Units

Art Cool Mirror Wall-Mounted: IDUs: LAN***HSV4, LAN***HSV5

Art Cool Gallery IDUs: LMAN***HVP

Ceiling-Cassette IDUs: LCN097-127HV4, LMCN077HV, LMCN185HV, LMCN078HV, LCN098-128-188HV4

Convertible Mid-Static Duct LHN**8HV1 IDUs

High-Static Duct IDUs: LMHN***HV, LHN***HV

Low-Static Duct IDUs: LMDN**6HV, LDN***7HV4, LMDN**7HV4

Low-Wall Console IDUs: LQN***HV4, LMQN***HV

Standard Wall-Mounted IDUs: LMN***HVT, LSN***HSV4, LSN***HSV5

Vertical / Horizontal Air Handling Units: LMVN***HV, LVN***HV4

Other Components

Residential Energy Recovery Ventilator (ERV) Units: ARV****RA6

**THIS LIMITED WARRANTY IS VALID IN THE UNITED STATES AND APPLIES ONLY TO THE ORIGINAL END USE PURCHASER OF THE SYSTEM AT THE SAME LOCATION ON WHICH THE SYSTEM WAS ORIGINALLY INSTALLED.
FOR A COPY OF THIS WARRANTY, VISIT WWW.LGHVAC.COM.**

LG Electronics U.S.A., Inc. ("LG") warrants that it will repair or replace defective internal functional parts ("Part[s]") of a qualified LG RESIDENTIAL / LIGHT COMMERCIAL System (each, a "System") that fail during the warranty period if such parts prove to be defective due to improper materials and / or manufacturing workmanship under normal application, installation, use and service conditions. This Limited Warranty shall apply to Systems sold by LG in the continental United States, Alaska, and Hawaii and extends only to the original end use purchaser of the System at the same location on which the System was originally installed (all such persons hereinafter referred to as "Customer"). A qualified System is one that has been (a) installed by an individual or company that (i) has successfully completed LG Residential / Light Commercial product training conducted at an LG Factory Owned Academy or authorized LG Partner Academy (the "Training Requirements"), and (ii) holds a current government issued license that authorizes the individual or company to service and install heating, ventilation, and air conditioning equipment in the state where the System is located, if such a license is required; and (b) installed, started, operated and serviced in compliance with (i) guidelines set forth in installation, operation, maintenance and engineering publications made available by LG, (ii) software based design programs made available by LG, (iii) applicable local, state and federal law and, (iv) applicable building, mechanical, plumbing and electrical codes and best industry standards and practices.

LIMITED WARRANTY PERIOD

1. STANDARD FIVE (5) YEAR WARRANTY FOR A QUALIFIED SYSTEM - The Part(s) of a qualified System, including the compressor, are warranted for a period (the "Standard Parts Warranty Period") ending five (5) years after the date of original installation. In absence of proof of installation the warranty date will end five (5) years from the date of manufacture.
2. ADDITIONAL TWO (2) YEAR COMPRESSOR PART WARRANTY - The Compressor is warranted for an additional two (2) year period after the end of the applicable Standard Part Warranty Period (the "Compressor Warranty Period").

EXTENDED WARRANTY

The Standard Warranty Period and the Compressor Warranty Period are extended to a total of ten (10) years (the "Extended Warranty Period") for qualified Systems that have been (a) installed by a party that has completed the Training Requirements, (b) installation is pursuant to LG's published instructions, and (c) product is registered within 60 days of startup at www.lghvac.com.

HOW DOES THIS LIMITED WARRANTY APPLY

1. The remedies set forth in the Limited Warranty are the sole and exclusive remedies of Customer for defective Part(s) during the applicable warranty period.
2. Replacement Part(s) shall be of like kind and quality and may be new or remanufactured. Replacement Part(s) shall be warranted in accordance with this Limited Warranty for the remaining portion of the original System's warranty period or ninety (90) days after installation of the Replacement Part(s), whichever is longer.
3. Defective Part(s) must be held for a period of at least ninety (90) days and may be requested to be returned to LG. Any such returned defective Part(s) become the property of LG. This Limited Warranty covers the transportation cost for any returns of defective Parts to the extent requested by LG and for reshipment of any replaced Part(s) to the Customer, but does not cover expedited shipping, risk of loss including shipping damage or loss for return of the defective Part(s) to LG or its authorized agent and any other costs associated with installation, removal, or re-installation of the Part(s). If any Part(s) returned to LG are found not to be defective or the applicable warranty period has expired, the Customer shall be responsible for return shipping cost.
4. This Limited Warranty does not cover charges for labor or any other costs incurred in connection with this Limited Warranty, including, but not limited to, fuel and transportation costs, lodging, refrigerant, etc., incurred in the trouble shooting, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, handling, or replacement of Part(s) and the complete System or for any costs or expenses for providing temporary or substitute equipment or service during periods of malfunction or non-use pending replacement or completion of repairs under this Limited Warranty.

5. LG will not be responsible or liable for any costs for any parts, labor, supplies, or refrigerant necessary to alter, rework, or modify the System to prepare the System for proper commissioning.
6. This Limited Warranty shall not be enlarged, extended, or effected, and no additional obligation or liability shall be created by LG providing technical advice, information, service(s), applications suggestions, or equipment modifications to any person or entity associated with the installation, service, repair, maintenance or operation of the System.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

The Limited Warranty is void and of no effect, and LG will have no liability hereunder to any Customer or third party, to the extent any of the following occur:

1. A System is sold and/or installed outside the continental United States, Alaska, and Hawaii or is removed from the location where it was originally installed.
2. A System is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
3. Any serial number of any System or any Part(s) thereof is altered, defaced or removed.
4. The System is misused, neglected, or the Customer fails to operate the System as specified by the manufacturer's instructions, or to properly perform all recommended preventive and routine maintenance as defined in LG published documents. Routine maintenance includes procedures such as cleaning the condensate drain system, evaporator, and condenser coils, and cleaning and / or replacing of air filters or belts.
5. Any installation, repair, maintenance or service is performed by unauthorized or unqualified third party service providers.
6. Damage and / or failure caused by a power surge (whether caused by lightning or fluctuations in or interruptions of electrical power), faulty power supply, fire, water, wind, impact damage from projectiles, earthquake, flooding, theft, riot, or any acts of God.
7. Damage and / or failure caused by improper wiring, installation, or handling of the System while in transit or in a storage facility.
8. Damage and / or failure caused by System exposure to corrosive chemical vapors and / or liquids, contaminants, or any corrosive agent including, but not limited to, chlorine, formaldehyde, acetaldehyde, sulfur, silicone, acetic acid, etc.
9. Damage and / or failure to the System due to operating in a wet environment or in harmful environmental conditions including sea or salt-water.
10. Damage caused by ice or frozen or broken water pipes.
11. Damage due to ordinary wear and tear.
12. Damage and / or failure as result of exposure to excessive or harmful volatile organic compounds (VOCs) or where damage and / or failure occur due to improper air make up or supply or inadequate ventilation.
13. Damage and / or failure caused by improper application of the System and / or the improper matching of any component of the System or other failure to comply with the manufacturer's instructions or recommendations.
14. Damage and/or failure caused by modification and/or alteration of the System or any component of the System in order to meet or circumvent government codes or regulations.
15. Maintenance or field provided Part(s) other than those provided by LG such as filters, field installed components or accessories including, but not limited to, refrigerant piping, drain lines, control and electrical wiring, ductwork, etc.
16. Damage and / or failure due to using unapproved refrigerant types or recycled refrigerant.
17. Damage and / or failure caused by improper adjustments of user controls.
18. Acts, omissions, and conduct of any and all third parties including, but not limited to, the installing contractor and any repairs, service or maintenance by unauthorized or unqualified persons.
19. The System has been purchased online from a source not expressly authorized by LG.

LIMITED WARRANTY CONDITIONS

The extended Limited Warranty for the Systems shall be valid only if all of the following conditions are met:

1. Vacuum drying at commissioning followed LG's published guidelines.
2. All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
3. Correct refrigerant charge used at time of commissioning.
4. Correct refrigerant charge used after any repairs (no leaks in the System).
5. Equipment was operating within LG's published and recommended temperature limits.
6. Equipment was not operated during the construction phase.

LIMITATION OF WARRANTY SCOPE

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL LG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUE OR PROFITS, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OR DAMAGE TO OTHER EQUIPMENT OR GOODS, COST OF REMOVAL AND REINSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE SYSTEM. LG'S TOTAL LIABILITY, IF ANY, UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE SYSTEM WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

No one is authorized by LG to modify this Limited Warranty in any respect or to create for LG any other obligation or liability in connection with the System unless done so in a written agreement with the signature of the President or a Senior Vice President of LG. Customer agrees that any purported change by LG shall be null and void unless the President or a Senior Vice President of LG shall have expressly so agreed to such change in writing.

If any clause of the Limited Warranty is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.

ASSERTION OF CLAIMS

The assertion of claims under this Limited Warranty is expressly conditioned upon the Customer: (i) informing the authorized reseller / distributor of the System in writing of the alleged claim during the applicable warranty period, or (ii) sending written notification of the alleged claim directly to the address stated below during the applicable warranty period in the event that the authorized reseller / distributor no longer exists (e.g. due to discontinuance of business or bankruptcy). Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of installation of the System. The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of Part(s) may only occur after the written authorization of LG has been given.

OBTAINING WARRANTY PARTS AND ADDITIONAL INFORMATION

Contact the licensed HVAC contractor who installed the System, or the nearest licensed HVAC contractor, dealer, or distributor (visit www.lghvac.com for contact information) to report any defect within the applicable warranty period. Proof of the installation date by a licensed HVAC contractor is required when requesting warranty parts. Present the sales receipt, building permit, or other documentation that establishes proof and date of installation. If proof of installation date cannot be rendered, this Limited Warranty shall be deemed to begin on the date of manufacture.

DISPUTE

Except to the extent prohibited by applicable law, the Customer agrees she / he will not bring any action, regardless of form, arising out of or in any way connected with this Limited Warranty more than one (1) year after the cause of action has occurred.

ARBITRATION

The laws of the State of New York govern this Limited Warranty and all of its terms and conditions, without giving effect to any conflicts of laws principles. All actions at law or in equity arising out of or relating to these terms and conditions shall be submitted to confidential arbitration in New York, New York. Arbitration under this Limited Warranty shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Limited Warranty shall be joined to any legal proceeding or arbitration involving any other party, whether through class arbitration proceedings or otherwise.

VALIDITY

This Limited Warranty shall be valid from April 1, 2017 and shall apply to all Residential / Light Commercial Systems sold to Customers and installed and started up on or after this date. Proof of installation date must be provided upon request. LG reserves the right to unilaterally amend the provisions, clauses or applications of this Limited Warranty from time to time without notice, however any such changes shall not be retrospective.

WD_LG_Res_Lgt_Comm_LTD_EXT_01_2024
Supersedes: WD_LG_Res_Lgt_Comm_LTD_EXT_09_2023
WD_LG_Res_Lgt_Comm_LTD_EXT_07_2023
WD_LG_Res_Lgt_Comm_LTD_EXT_06_2023
WD_LG_Res_Lgt_Comm_LTD_EXT_05_2023
WD_LG_Res_Lgt_Comm_LTD_EXT_03_2023
WD_LG_Res_Lgt_Comm_LTD_EXT_01_2023
WD_LG_Res_Lgt_Comm_LTD_EXT_07_2022
WD_LG_Res_Lgt_Comm_LTD_EXT_10_2021
WD_LG_Res_Lgt_Comm_LTD_EXT_05_2021
WD_LG_Res_Lgt_Comm_LTD_EXT_01_2021
WD_LG_Res_Lgt_Comm_LTD_EXT_09_2020
WD_LG_Res_Lgt_Comm_LTD_EXT_04_2020
WD_LG_Res_Lgt_Comm_LTD_EXT_03_2020A
WD_LG_Res_Lgt_Comm_LTD_EXT_03_2020
WD_LG_Res_Lgt_Comm_LTD_EXT_09_19
WD_LG_Res_Lgt_Comm_LTD_EXT_07_19
WD_LG_Res_Lgt_Comm_LTD_EXT_05_19
WD_LG_Res_Lgt_Comm_LTD_EXT_11_18
WD_LG_Res_Lgt_Comm_LTD_EXT_03_18

This is Your Extended Service Contract. Please place this Contract in a safe place. You will need it in the event that service is required. This contract is fully insured as noted under the Coverage section.

Obligor: The Service Agreement Provider/Obligor under this Service Agreement is Dealers Alliance Corporation located at 240 N. Fifth Street, Suite 350, Columbus, OH, 43215. In Florida - the Obligor is Dealers Assurance Company located at 240 N. Fifth Street, Suite 350, Columbus, OH 43215, 800-282- 8913 (Florida License # 02977).

Administrator: The Service Agreement Administrator is: Fortress Extended Warranty Administration, LP, Located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028, (833) 339-2366.

For claims or information about this Contract, call Your Dealer. When calling Your Dealer for service please refer to the Contract number listed above in the left corner of this contact.

Your Dealer is the service agent for this Contract. You should contact Your Dealer for questions, transfers, renewals and purchase of additional Contracts. Your Dealer provides service repairs for this Contract during Your Dealer's normal working hours.

Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner. Proper maintenance is required by owner and proof of such may be requested to validate coverage.

TERMS AND CONDITIONS

1. **Service Agreement Provider (Obligor) Provider or Obligor:** The Service Agreement Provider/Obligor under this Service Agreement is Dealers Alliance Corporation located at 240 N. Fifth Street, Suite 350, Columbus, OH 43215. In Florida - the Obligor is Dealers Assurance Company located at 240 N. Fifth Street, Suite 350, Columbus, OH 43215 (Florida License # 02977).
2. **Definitions:** "We", "Us" and "Our" shall mean the obligor. In Florida "We", "Us" and "Our" shall mean Dealers Assurance Company "You" or "Your" shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. "Service Agreement" ("Agreement") shall mean this document together with Your original purchase receipt. "Administrator" shall mean Fortress Extended Warranty Administration, LP Located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028.

For claims or information about this Agreement please call the Program Administrator (833) 339-2366.

There is no deductible under this Service Agreement.

3. WHAT IS COVERED:

In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) as described subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section below entitled WHAT IS NOT COVERED. The covered product (or products) under this Service Agreement are set forth on page 1 of this Service Agreement. In the event of any conflict between this Section 3 and the description on page 1, the description on page 1 shall control.

- **Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product;
- **No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer's warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion;
- **GENERATOR(S):** All internally installed parts supplied by the manufacturer;
- **CONDENSING UNIT(S):** All internally installed parts supplied by the manufacturer. Evaporator coils, condenser coils, and metering devices are covered against leaks as received from the manufacturer. The Agreement will not pay for changeover from CFC to non-CFC refrigerant or oil changes on commercial compressors;
- **EVAPORATOR COIL:** A new evaporator coil is covered when sold as a part of a complete system;
- **COMPRESSOR:** All internal functioning parts supplied by the manufacturer;
- **ELECTRIC FURNACES AND AIR HANDLERS:** All internal functioning parts including heat modules and controls supplied by the manufacturer;
- **GAS FURNACE:** All internal functioning parts supplied by the manufacturer;
- **WATER HEATER:** All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium build-up;
- **BOILER(S):** Coverage applies to internal parts as installed by the original manufacturer, additional external pumps excluded;
- **HEAT PUMP:** Coverage applies to internal parts as installed by the original manufacturer, excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping;
- **REFRIGERANT LEAKS:** Covers repair of the leak and replacement refrigerant charge as a result of leaks internal of the unit. Refrigerant is covered only when a leak has been permanently repaired and/or a compressor or coil replaced;

4. **MAINTENANCE REQUIREMENT:** You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by Administrator, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturers instructions may result in

- denial of coverage under this Agreement.
5. **CLAIM SUBMISSION:** Upon inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the service agent should repair the failure and proceed per the program guidelines and submit the claim along with proper documentation. You must sign all service invoices upon completion of the repair.
 - **HOURS OF SERVICE:** Repair service and service calls will be made during normal working hours of the service dealer. We do not cover overtime rates.
 6. **TERMS:** This Service Agreement shall commence upon the date of Agreement purchase. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. Claims will not be accepted before the standard waiting period expires. See Service Agreement for "Coverage Start Date"
 7. **LIMIT OF LIABILITY:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes or our limit of liability table [Attachment: Limit of Liability], whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit <https://jbwarranties.com/loi>.
 8. **TO OBTAIN SERVICE:** If the covered product requires service, call the service contractor noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem, they will schedule a service call with you. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.
 9. **PURCHASER RECORDS:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. Your Original Purchase Receipt and this Agreement should be kept in a safe place.
 10. **WHAT IS NOT COVERED:**
 - Any equipment located outside the United States of America;
 - Equipment sold without a manufacturer's warranty;
 - Refurbished products;
 - Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes and surges, incorrect wiring, non-connected/loose wires, Field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes);
 - Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non-factory welds;
 - Cosmetic damage to case or cabinetry or other non-operating parts or components, including corrosion or oxidation;
 - Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product;
 - Any and all pre-existing conditions that occur prior to the effective date of this Agreement;
 - Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or improper 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;
 - Failures of products caused by 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;
 - Failure to use reasonable means to protect Your product from further damage after a failure occurs;
 - Product(s) with removed or altered serial number;
 - Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturers specifications but still providing proper heating and cooling;
 - Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
 - Systems or component(s) that are covered by a manufacturer's warranty, insurance or another service contract;
 - Consequential damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts;
 - Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer;
 - Charges related to "No problem found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures;
 - Standard Programmable and digital thermostats are covered with a complete split or package system if listed on the first page of this Contract. Additional coverage required for thermostats when OEM coverage is less than the term of the system agreement

and when the thermostat cost is > \$125 wholesale cost. Humidistats, Combination, Zone controllers, and variable speed motor (ECM) controllers for zone or humidity control are not covered with a system, and require additional separate agreement purchase;

- Services made mandatory by changes in Federal, State or Local regulations.
 - Clogged drain line, electrodes, nozzles or gaskets, are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring.
 - Thermostat calibration and/or software updates, incorrect wiring and dead batteries.
 - Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education;
 - Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of Nature;
 - Special tooling, blocks, tackle, dollies, and scaffolding.
 - Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment;
 - Premium service cost over normal service charges. Items located outside the installed unit's cabinet;
 - Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner;
 - Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;
 - Dirty Sock Syndrome or odors;
 - Automatic transfer switches above 400 amps and/or 3 phase, are excluded from coverage;
 - Portable generators are excluded from coverage. Repairs performed by unauthorized Service Agents. Generators used as rental or trailer mounted applications;
 - Generators used for prime power where utility power does or does not normally exist. Cost of normal maintenance (i.e. tune-ups and associated parts), adjustments, loose/leaking clamps, installation and start-up;
 - Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment or scratched where integrity of paint applied is compromised;
 - Failures resulting from exposure to corrosive environments, unless seacoast coverage is purchased. Corrosion caused by atmospheric environments contaminated by aerosols;
 - Failures caused by any contaminated fuels, oils, coolants or lack of proper fluid amounts;
 - Batteries, fuses, belts, spark plugs and all engine fluids;
 - Transportation deemed abnormal;
 - Equipment that has been moved from original address such as mobile homes, etc;
 - Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.;
 - Refrigerant used during diagnostic, leak checks, or for temporary cooling/heating;
11. **RENEWAL:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.
12. **TRANSFERABILITY** This Agreement may be assigned or transferred at no charge to subsequent owners if the maintenance required has been performed. This can be done only if the original Service Agreement holder send s notice to the dealer and calls the Program Administrator toll-free at 833-339-2366 within one hundred and eighty (180) days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Agreement. In the event of a transfer of registered equipment, due to manufacturer/dealer replacement, the original start-up date will remain in effect for the duration of the Agreement.
13. **CANCELLATION:** You may cancel this Agreement at any time. To arrange for cancellation of this Agreement, call Administrator toll-free at 833-339-2366. If You cancel within the first thirty (30) days after purchasing this Agreement You will receive a full refund, less any claims paid or pending.
- If You cancel after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Agreement purchase price, whichever is less.
- Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price, fraud or material misrepresentation. If We cancel this Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.
14. **INSURED AGREEMENT:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 240 N. Fifth Street, Suite 350, Columbus, OH 43215, 800-282-8913.
15. **SUBROGATION:** In the event that coverage is provided under this agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers

and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to JB Warranties, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

ENTIRE CONTRACT:

This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision of Your Service Agreement terms and conditions to the contrary.

ALABAMA only:

The Service Agreement Provider is Dealer Alliance Corporation. You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

If You cancel this Service Agreement after the first (twenty) 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00).

ARIZONA only:

Definitions: A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. Dealers Alliance Corporation is the provider and the obligor for this Service Agreement in Arizona.

Cancellation: No claim incurred or paid shall be deducted from the amount of any refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price by You, fraud or material misrepresentation by You.

ARKANSAS only:

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

CALIFORNIA only:

This Service Agreement may be cancelled by the Agreement holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 30 days of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 30 days from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

COLORADO only:

Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only:

Section 14. Insured Agreement - is deleted and replaced with the following: This is not an insurance policy. However, We have obtained an insurance policy to insure our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail

to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 240 N. Fifth Street, Suite 350, Columbus, OH 43215. Please call the insurer at 800-282-8913 to make a direct claim. The term of Your Service Agreement is automatically extended by the length of time in which the covered Product is in the Obligor's custody for repair under the Service Agreement. You may cancel Your Service Agreement if the covered product is lost, stolen, or destroyed. This Service Agreement provides in-home service. In the event You are unable to resolve a dispute with the Administrator, you may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of the Service Agreement.

FLORIDA only:

The obligor and administrator under this Service Agreement is Dealers Assurance Company (License No. 02977). If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only:

You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation, less an administrative fee of \$10 or 10% of the pro-rata refund amount, whichever is less. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by you. The following exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with respect to Georgia contract holders as follows:

WHAT IS NOT COVERED:

ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT. Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to you. No claim incurred or paid shall be deducted from the amount of any refund.

HAWAII only:

The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

ILLINOIS only:

The Administrator will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00).

INDIANA only:

Your proof of payment to the issuing dealer for this Service Agreement shall be considered proof of payment to the insurance company who guarantees Our obligation to You. This Service Agreement is not insurance and is not subject to Indiana insurance law.

MASSACHUSETTS only:

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

MAINE only:

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full

purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

MARYLAND only:

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

MINNESOTA only:

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

MISSOURI only:

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event of cancellation, no cancellation fee shall apply. In no event will claims paid be deducted from any refund.

NEVADA only:

This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following:

"This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the Agreement to Us: Within 20 days after the date this Service Agreement was mailed or otherwise sent to You; or Within 10 days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased. To arrange for cancellation of this Agreement, please contact Your selling retailer. We will refund to You the purchase price of this Agreement within 45 days after it has been returned to Us. If We do not refund the purchase price within 45 days, We will pay the You a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions: Failure to pay the service Agreement purchase price; The Agreement holder being convicted of a crime which results in an increase in the service required under this Agreement; Discovery of fraud or material misrepresentation perpetrated by You in purchasing this Agreement or obtaining service; The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Service Agreement; or A material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You.

THIS SERVICE AGREEMENT IS SUBJECT TO A WAITING PERIOD AND PROVIDES NO COVERAGE PRIOR TO EXPIRATION OF THE WAITING PERIOD.

Repair Protection:

1. **Emergency Repair – Service Within 24 Hours:** For goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within 24 hours after the claim is reported.
2. **Emergency Repair – Status Report:**

In an emergency situation, if the repairs cannot be completed within three (3) calendar days after the report of the claim the Administrator, will provide a status report to the holder that will include the following:

- A list of the required repairs or services,

- The primary reason causing the required repairs or services to extend beyond the 3-day period, including the status of any parts required for the repairs or services,
- The current estimated time to complete the repairs or services, and
- Contact information for the holder to make additional inquiries concerning any aspect of the claim and a commitment by you to respond to such inquiries not later than one (1) business day after such an inquiry is made.

NEW HAMPSHIRE only:

In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416.

NEW JERSEY only:

The Agreement Provider/Obligor is Dealers Administrative Services Corporation. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

NEW MEXICO only:

Final Service Agreement price to be determine prior to presentation to Service Agreement holder for signature. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You. If You made no claim, the contract is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. This service contract is insured by Dealers Assurance Company. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Dealers Assurance Company at 240 N. Fifth Street, Suite 350, Columbus, OH, 800-282-8913. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK only:

The Service Agreement Provider/Obligor under this Service Agreement is Dealers Administrative Services. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel this Service Agreement, We will mail a written notice to You at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

NORTH CAROLINA only:

The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement. If You cancel Your Service Agreement, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund.

OKLAHOMA only:

Dealers Alliance Corporation Service Warranty License No. # 44197929. This is not an insurance contract. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event You cancel this Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. In the event We cancel this Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received.

OREGON only:

If in an emergency situation and Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

SOUTH CAROLINA only:

In order to prevent damage to the covered Product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your selling retailer. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

TEXAS only:

Fortress Extended Warranty Administration, LP, Administrator license #270. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. The provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. You may apply directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

UTAH only:

We may cancel this Service Agreement by providing You with (30) days' written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing You with ten (10) days written notice if the reason for cancellation is non-payment by You. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. TERMS AND CONDITIONS ITEM 8 – TO OBTAIN SERVICE, is deleted and replaced with the following: 8. To Obtain Service: If the covered product requires service, contact the Selling Dealer noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem they will schedule a service call with You. In the event You are unable to contact the Selling Dealer, please contact the Administrator at 833-339-2366 to obtain service. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

VERMONT only:

You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the Agreement purchase price.

WASHINGTON only:

You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Dealers Assurance Company at any time, at 240 N.

Fifth Street, Suite 350, Columbus, OH 43215, 800-282-8913. The state of Washington is the jurisdiction for any civil action in connection with this Service Agreement.

WISCONSIN only:

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. To arrange for cancellation of this Plan, please contact your selling retailer. The selling retailer shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). We may only cancel this Service Agreement for material misrepresentation by You, non-payment by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel this Service Agreement, We will mail written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date and reason for cancellation.

Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been an unreasonable expense. Our obligations under this Service Agreement are insured under a contractual liability insurance policy. Should We fail to pay a covered claim under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement purchase price or, if We becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, at 1-800-282-8913 or 240 N. Fifth Street, Suite 350, Columbus, OH 43215 for reimbursement.

Terms & Conditions, Item 7. Limit of Liability, is deleted and replaced with the following: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product less taxes, or our limit of liability table [Attachment: Limit of Liability], whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price, or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit <https://jbwarranties.com/lol>.

WYOMING only:

You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to You at Your last known address, at least, ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use.