

Service Agreement #: HC-0000000

Dated: 1/3/2024

Service Agreement Provider:

The Warranty Guys, Inc.
PO Box 2446
Seaford, NY 11783
(888) 343-2695
info@warranty-guys.com

Service Agreement Holder:

NAME
ADDRESS 1
ADDRESS 2
PHONE
E-MAIL

HEATING & COOLING SERVICE AGREEMENT

Your Service Agreement provides coverage for your home's HEATING & AIR CONDITIONING Systems as defined later in this agreement. The Warranty Guys, Inc. will administer this Service Agreement and be your sole point of contact for all questions or concerns. Your Service Agreement consists of the terms and conditions set forth below and is the entire agreement between You and Us.

This is not an insurance policy. This Service Agreement is between you, the Service Agreement Holder listed above ("You" or "Your") and Us, The Warranty Guys, Inc. ("Us", "We", "Our"), the company obligated to provide service. We are responsible for providing your benefits as detailed below.

Your Service Agreement provides you with coverage for a term of 12 months from the date listed on this agreement.

ELIGIBILITY

To be eligible to receive coverage you must be the Owner of a single structure permanently secured to the ground ("Home") and the land it is located on ("Property") that is used and zoned for residential use, including single-family homes, townhomes and multi-family homes. This Service Agreement covers occupied homes under 4,000 square feet.

The following are ineligible to receive coverage:

- Owners of recreational vehicles or homes intended to be moved; properties used for commercial purposes; system(s) that provides service to multiple properties
- Properties that have an item, system or line with a pre-existing condition, defect or deficiency that you are aware of prior to the Start Date of your first term.
- An entire line shared with a third party or that which is covered by a homeowner's, condominium or similar association.
- A Drain Line that has had roots removed prior to the Start Date of your first service term.
- An electrical service entrance rated less than 80 amps.
- An EV Charger that is commercial grade or anything other than Level 2.
- Items not installed according to manufacturer specifications
- A System that uses refrigerant other than R-22 or similar, R-410a or has non-compliant components, or exceeds 5 tons capacity, or is an ammonia cooling, window, through the wall, hanging, geothermal heat pump, or combination ambient heat/domestic hot water heating unit.
- A Water Heater that is commercial grade, greater than 95,000 Btu/hr, larger than 90 gallons, tankless, solar, or geothermal, oil, hanging, or combination home heating/domestic hot water.
- A Heating System with a furnace or boiler that is rated at inputs of 400,000 BTU/hr or more; or is a rooftop, through-the-wall, hanging, geothermal heat pump, combination ambient heat/domestic hot water heating, or oil unit

COVERAGE & BENEFIT LIMITS

Your coverage starts 30 days after receipt of your first payment. During the coverage period, our sole responsibility will be to arrange for a qualified Service Provider to repair or replace, at our expense, in accordance with the terms, conditions and limits of this Service Agreement. You must call The Warranty Guys for Covered Repairs. This coverage does not provide for reimbursement of out-of-pocket expenses paid by You. You are responsible for charges beyond your maximum benefit limit defined below. Repairs are made by qualified licensed contractors.

This Service Agreement allows for the repair or replacement of the following for which is damaged due to normal wear and tear. The maximum benefit limits vary by system and are defined as follows:

HEATING & AIR CONDITIONING SYSTEM COVERAGE:

This coverage entitles you to 3 service calls per term with a maximum benefit limit defined below for each component of your system(s). If your subscription allows for free Tune-Ups included on your system(s) these will not count against your 3 service calls per term.

- **COOLING SYSTEM:** The broken or failed air conditioning thermostats, safety limits, blower motors, circuit boards, clean and repair visible and accessible condensate lines, condensate pumps, cleaning of condenser coils, condenser fan motors and blades, contactor relays, direct drive blower wheels, filter dryers, electrical switches, external crank case heaters, fuses, original hard start kits, high and low pressure switches, motor contactors, run and start capacitors, service port valve caps, sight glasses, thermal expansion valves, time delay controls, transformers, schrader type valve cores, and visible refrigeration leaks. An Air Conditioning System is defined to be no more than 1 condenser or 3 air handlers. If you own more than 1 System but do not purchase a Service Agreement for each, you must designate which system this service agreement should cover when you enroll. If you do not designate this information during enrollment, then this service agreement will cover the first system that you make a service call for. If you own a multi-family home or multiple housing units, you must provide the specific mailing address for each service agreement you purchase. An Air Conditioning System must be of one of the following manufacturers: Mitsubishi, Fujitsu, Daikin, Friedrich, Carrier, Trane or Sanyo. This coverage entitles you to a maximum term benefit limit of up to **\$5,000**.
- **WATER HEATER:** The broken or failed electrical water heating elements, drain off valves, flame sensors, galvanized flue piping, gas valves, pilot assembly, pilot generators, pilot safeties, pilot tubing, pressure switches, relays, T&P relief valves, thermocouples, unitrols, and vacuum relief valves, that are part of your home's natural gas, atmospheric, power-direct-vent, power-vent, or direct-vent Water Heater. This coverage

entitles you to a maximum term benefit limit of up to **\$2,500**.

- **GAS HEATING SYSTEM:** The broken or failed air eliminators, aquastats and wells, automatic water feeders, barometric diverters, belt drive blowers, belts, blower motors, capacitors, circuit boards, circulator motors, circulator pumps, clutch couplings and impeller, direct drive blower wheels, draft inducers and motors, drain-off valves, electrical switches for house heaters only, electronic spark modules, extrol tanks, fan and limit controls, filtrol tanks, flame rollout switches, flame sensors, flame spreaders, flue pipe sleeves, galvanized flue piping, gas controls, gas valves, gauge glass and washers, generator leads, horizontal diverters, limit controls, low water cut-offs and drain valves, motorized flue dampers, pigtails, pilot burners, pilot orifices, pilot safeties, pilot tubing, pressure differential switches, pressure gauges, pressure relief valves, regulators, relays, ignition electrodes, ignition rods, ignition wires, spill switches, steam pop safety valves, steam pressure controls, T&P relief valves, thermocouples, thermostats, transformers, vertical diverters, wheel cages, and zone valve heads, that are part of your home's natural gas heating system with up to 3 heating zones. This coverage entitles you to a maximum term benefit limit of up to **\$5,000**.

If parts or refrigerant are unavailable or obsolete or we deem your system beyond repair, we will provide a pro-rata refund, less any claims paid, or Tune-Ups provided by us.

ADD-ON COVERAGE & BENEFIT LIMITS

Your coverage starts 30 days after receipt of your payment. The following items are "add-ons" to any other Plumbing, Electrical, Heating & Air Conditioning and/or Complete Home Plan(s) and are not valid unless one of these are also active at the same time, and that both a main plan and applicable add-on(s) are current in payment. If your primary plan states there is a Service Call Fee required, then this add-on coverage will have the same stipulation. This coverage does not provide for reimbursement of out-of-pocket expenses paid by You. You are responsible for charges beyond your maximum benefit limit defined below. This additional coverage will allow for the following coverage and has the limitations as follows:

- **ENHANCED RESTORATION ADD-ON:** During the course of a covered repair some damage may result to sheetrock, flooring, landscaping, etc. that would ordinarily be unavoidable. Your basic plan likely covers the restoration of a floor that is safe to walk on and a wall without holes. This Enhanced Restoration Add-On allows for cosmetic repairs of these affected areas, such as spackling, painting, tiling, grass, etc. This add-on carries a maximum term benefit amount of **\$750**.
- **ENHANCED FIXTURE ADD-ON:** Your basic plan likely covers the pipes and wiring that lead up to the fixtures, such as shower heads, faucets, toilet bowls, ceiling fans, lights, etc. This Enhanced Fixture Add-On allows for the fixtures to be covered as well. This add-on carries a maximum term benefit amount of **\$750**.
- **HANDYMAN ADD-ON:** When purchased along with any of our other Home Warranty Protection Plans, this Handyman Add-On gives you access to reliable handymen at a discounted rate. You are entitled to 2 service calls per year with a maximum term benefit amount of **\$1,000**.

RESTORATION

- Exterior Restoration to any area disturbed by the covered repair is limited to filling, raking, and reseeding of grass, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.
- Interior Restoration to any floor or wall inside your home disturbed by the covered repair is limited to leaving you with a floor that it is safe to walk on and a wall without holes.
- Debris will be removed from the restoration area.

EQUIPMENT TUNE-UPS

Upon your request we will perform 1 tune-up per Term for your System. A Tune-Up includes only the following:

Heating System Tune-Up:

- Check thermostat operation, system temperate split, voltage and amperage to all motors.
- Inspect disconnect, fuses, wiring, contactors, relays, pressure controls, electrical safety circuits, indoor blower and motor for dirt build up, bearings, condensate drain, outdoor coil, duct seal at unit and secure panels.
- Clean, if necessary, condensate line, outdoor coil and air filter.
- Replace (if supplied by customer): air filter
- Lubricate fan and motor units
- Run and test system for operation.
- Heating Tune-Ups will be performed between February and September of each year. If you request a Heating Tune-Up outside of this time period, you will be charged \$100.

Cooling System Tune-Up:

- Check thermostat operation, system temperate split, voltage and amperage to all motors.
- Inspect disconnect, fuses, wiring, contactors, relays, pressure controls, electrical safety circuits, indoor blower and motor for dirt build up, bearings, condensate drain, outdoor coil, duct seal at unit and secure panels.
- Clean, if necessary, condensate line, outdoor coil and air filter.
- Replace (if supplied by customer): air filter
- Lubricate fan and motor units
- Run and test system for operation.
- Cooling Tune-Ups will be performed between March and May of each year. If you request a Cooling Tune-Up outside of this time period, you will be charged \$100.

You remain responsible for the ordinary maintenance of your system(s) such as replacement of air filters and thermostat batteries; the adjustment of air registers, neutron electrostatic air cleaners, and media filters; and the lubrication of motors.

EXCLUSIONS

- Damages, losses or expenses, whether from accident, negligence or otherwise, caused by: (a) you or any person or entity other than us or (b) unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves, extreme weather, and floods), war, riots, hostilities, strikes, work slowdowns, or acts or threats of terrorism.
- Excluded damages, for example damage necessary to access the repair area.
- Correction of, or reimbursement for, any repairs or restorations made by you or anyone you hire.
- Any correction, upgrade, or movement to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary repair.
- Assessing, remediating or abating mold or notifying you of any mold that may be present in your home.
- Any section of your wastewater or freshwater line(s) that are shared with any third party or is covered by a homeowners', condominium or similar association.
- Repair or replacement of any sections or parts of your line that are not stated to be covered.
- Any sections or parts of your system that are not installed according to code, law, regulation, or ordinance.
- Any work not included in a Tune-Up.
- Non-conforming drain lines, meaning drain lines not directly connected to the public sewer system or your septic tank.
- Septic tanks or any other type of collection tank, leaching fields, grinder pumps, ejector pits, etc.
- Costs to locate or access clean-outs not found or inaccessible, or to install clean-outs.
- Appliances; appliance cords; non-standard wall switches; remote control outlets; extension cords; service entrance conductors; resetting circuit breakers or system controls; knob and tube wiring, aluminum, or non-standard/non-permanent materials; damage or failure due to disconnection or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses, or plugs.
- Wiring connected to or part of any low-voltage system, including security alarms and systems, telephone wiring, and garage door systems.
- Damage or failure due to disconnection or interruption to the main electrical supply; transformers; repair of low voltage wiring; generators; non-utility supplied power and/or lines, including, but not limited to, windmills, solar, and generators.
- Appliances, pool heaters, or light fixtures and fittings.
- Replacement of any decorative paving, pathways or landscaping features. We cannot guarantee the survival of any living materials.
- Restoration of floor coverings, fixtures, fittings, walls, or wall coverings to their original state.
- Appliances, fittings, or fixtures, pressure reducing valves, or back-flow prevention devices, pumps, or grinders.
- Heating Distribution Lines are not covered under this plan.
- Oil-Fired Boilers or Hot Water Heaters are not eligible for coverage under this plan.
- Some pro-rated replacement values will require a 12-month waiting period of consecutive, uninterrupted payments of qualifying plans.
- Units qualifying for replacement value must have legible Model # and Serial # placards to confirm age of unit.

SERVICE CALLS

A Service Call is a visit to your property by one of our approved technicians where either work is performed to diagnose and complete a single repair, or it is determined that the repair is not covered. There is an initial waiting period of 30 days during which you will not be able to request a Service Call, giving you less than 12 full months of coverage in the first term. Upon renewal, there will be no waiting period. Depending upon your chosen plan a fee may apply to request a Service Call. If so, the fee will be paid at the time of scheduling such Service Call.

To request a service or tune-up call from us call The Warranty Guys and a service representative will schedule a Service Call. You will not be reimbursed for work not authorized by us. Technicians must have safe and clear access to, and safe working conditions at and around the work area. To make a Service Call your service agreement must be active and you must be current with your payment(s) of the amount you agree to pay for this service agreement. Whether your item is to be repaired or replaced is entirely within the discretion of The Warranty Guys, Inc.

We disclaim any and all statutory or common law warranties (whether express or implied) and any implied warranties that cannot be excluded under applicable law.

As an alternative to an in-person service call we also offer Video Conferencing ZOOM Services at your request. Use us as a resource to help you diagnose issues more quickly, help with DIY projects, or walk you through simple repairs to help get your home running again as quickly as possible!

TERMS, CANCELLATION & RENEWALS:

Your Service Agreement begins on the start date listed above and continues for 12 months. You may cancel at any time by either calling us or going online to www.warranty-guys.com/faq. If you cancel within 30 days of the start date, you will receive a full refund less any claims paid by us. If the refund is not paid or credited within 30 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. If you cancel more than 30 days after the start date, you will receive a pro-rata refund less any claims paid by us.

We may cancel, with no less than 15 days of notice to you: (a) for non-payment of the price; (b) if we find that you already have coverage that is the same or similar to the coverage provided by this service agreement; (c) if we find that you are ineligible for this coverage; or (d) for your fraud or misrepresentation of facts that are material to this service agreement or benefits provided under it. We may cancel for any other reason on 30 days' notice to You.

Unless you tell us otherwise, your service agreement will automatically be renewed at the end of every term for another 12 months at the then-current renewal price. We may change the price at renewal. We also reserve the right to not offer this Service Agreement upon renewal.

ELECTRONIC DELIVERY

If you consent to electronic delivery, you can receive your service agreement and all related documents to the e-mail address on file. To update your Email Address or discontinue electronic delivery of your documents you should contact us.

ASSIGNMENT

We may assign this service agreement, in whole or in part, at any time without prior notice to you. We may change this service agreement and delegate any of our obligations at our sole discretion and without your consent provided we give you 30 days' prior written notice of the changes. The changes will be effective 30 days after we send you the notice. You may not change this service agreement or delegate any of your obligations. You may not transfer this service agreement to any other party.

LIABILITY LIMITATIONS

To the fullest extent permitted by applicable law, you agree that we and The Warranty Guys, Inc., successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either us or The Warranty Guys, Inc. shall not be liable to you or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per repair benefit limit set out above relating to any repairs performed by us, The Warranty Guys or on behalf of either us or The Warranty Guys or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by us, The Warranty Guys or on behalf of either us or The Warranty Guys or services provided under this service agreement, regardless of whether such damages were foreseeable and whether or not we or The Warranty Guys or anyone acting on behalf of either us or The Warranty Guys have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), and these limitations and waivers shall apply to all claims and all liabilities shall survive the cancellation or expiration of this service agreement.

ARBITRATION

You and The Warranty Guys, Inc. all agree to resolve disputes by binding arbitration as follows:

Any dispute that arises out of or relates to this service agreement or from any other agreement between us, or services or benefits you receive or claim to be owed from us, will be resolved by arbitration on an individual basis. This arbitration agreement applies to disputes no matter when they arose, including claims that arose before you and we entered into this service agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of The Warranty Guys, in addition, this arbitration agreement covers any claims or causes of action against The Warranty Guys that you may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules.

Any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.

This arbitration agreement does not permit class actions and class arbitrations. By entering into this service agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. The parties agree that each may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding. You may bring a claim only on your own behalf and cannot seek relief that would affect other parties.

The Warranty Guys will not reimburse or pay any filing fee, administration, service or case management fee, or arbitrator fee that the AAA charges you for arbitration of the dispute.

If for any reason a claim or dispute proceeds in court rather than through arbitration, you, The Warranty Guys unconditionally waive any right to trial by jury. This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of The Warranty Guys.

You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.