

SERVICE CONTRACT TERMS AND CONDITIONS

This Contract sets forth the entire agreement between Electrolux Warranty Corporation ("EWC", "us", "our" or "we") and the purchaser ("you" or "your") of the product specified in this Contract ("Product"). No other representation, promise or condition shall modify this Contract. We are contractually obligated to provide you service under this Contract in accordance with, and as allowed by, state law.

What is Covered: We will furnish labor, parts or replacement products (or pay for same) necessary to repair operational or mechanical breakdowns of the Product, provided such service is necessitated by Product failure during normal usage. The Product includes only equipment as originally specified and charged for in this Contract. Coverage also applies to the parts and accessories that are necessary for the Product's functionality, but does not apply to the accessories that are used in conjunction with or to enhance the performance of the Product.

Important Notes: If you request a service call for a non-covered repair, you will be responsible for all costs associated with the repair. In the event you are unable to meet the servicer, you must call to cancel the appointment in advance of the agreed upon time of service or you will be responsible for paying for the second trip for the rescheduled repair. **This Contract must be paid in full prior to services being rendered.**

Location and Time for Service: This Contract covers in-home service on all appliances except dehumidifiers, smaller size room air conditioners and under-counter refrigerators and ice-makers, which are covered for carry-in service only. After we authorize your request, services will be performed during normal working hours by an authorized technician.

Parts: Parts used to repair the Product will be genuine replacement parts whenever possible, designed to work with the Product. However, at our option, we may use refurbished parts that perform to the factory specifications of the Product. If we determine that we are unable to repair the Product due to the unavailability of functional parts, we will, at our option, either replace the Product with a product with equivalent specifications or provide a monetary settlement, as described in "Claim Limitations" below. In all cases where parts are on an extended backorder for a minimum of sixty (60) calendar days, we will determine if a reimbursement or replacement will be made.

Deductible: No deductible applies to this Contract.

Renewal: This Contract is renewable at our sole discretion.

Limitations of Coverage – This Contract Does Not Cover:

- a) Service required as a result of any alteration of the Product, or repairs made by anyone other than an authorized service technician.
- b) Damage or other Product failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the Product according to the owner's guide, misuse, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, improper gas, electrical, or water connections, acts of war, or acts of God.
- c) Service necessary because of improper storage or ventilation, including failure to place the Product in an area that complies with the manufacturer's published space or environmental requirements.
- d) Any installation that prevents normal service, including inaccessible Products or parts.
- e) Products used in recreational vehicles or in industrial or commercial settings, defined as anything other than a single family dwelling. Single family dwellings include: houses, townhouses, manufactured or modular housing, condominiums, duplexes and apartments.
- f) Cosmetic damage such as, but not limited to, scratches, dents, rust or stains. Nonfunctional parts such as, but not limited to, plastics, internal and external finishes including porcelain enamel, knobs and dials. Expendable or lost items. Consumable items, defined as any part that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to, light bulbs, air and water filters, hoses, gas or electrical connections, etc.
- g) Operational or mechanical failure covered by the manufacturer's warranty or the manufacturer's recall.
- h) Operational or mechanical failure not reported prior to the expiration of this Contract.
- i) Normal, periodic, or preventative maintenance, including but not limited to customer education or periodic cleanings.
- j) Pre-existing conditions (incurred prior to the effective date of coverage) known to you.
- k) Products where the attached serial plate is removed, defaced or made illegible.
- l) Damage resulting from unauthorized repair, or caused during delivery or removal, by improper installation or setup, or by misuse or abuse whether willful or not.
- m) Consequential or incidental damages (including, where applicable, food loss or damages) due to Product failure or due to delays or failures in furnishing parts or services for any reason beyond our control.

No Lemon Guarantee: During the term of this Contract, when three service repairs covered by this Contract, with three separate claim numbers, have been attempted on the same part, and that same part requires a fourth repair, as determined by us, we will, at our option, either replace the Product with a product with equivalent specifications or provide a cash settlement, as described in "Claim Limitations" below. This guarantee does not include repairs made during the manufacturer's warranty

period, rework/callback service required after initial installation, or during the warranty period provided by the authorized service company.

Cancellation and Refund: Either party may cancel this Contract upon 15 days prior written notice to the other. In the event you cancel, your Contract must be returned to Electrolux Warranty Corporation, P.O. Box 212549, Augusta, GA 30907. If you cancel this Contract prior to its effective date, you will receive a full refund. If you cancel this Contract thereafter, the amount to be refunded to you will be determined by taking 90 percent of the unearned pro rata premium, less the cost of any claims paid. In the event this Contract is canceled by us, return of the premium shall be based upon 100 percent of the unearned prorated premium less any claims paid.

Claims Limitation: Total claims for services provided under this Contract shall be limited to the retail price you paid for your Product minus sales tax and delivery and installation charges. During the term of this Contract, we may elect, at our option and in lieu of performing service repairs, to either replace the Product with a product with equivalent specifications or provide a cash settlement, in either case for an amount not to exceed the retail you price paid for your Product minus sales tax, claims paid, and delivery and installation charges. In the event that the retail price you paid for your Product is not available, such limit will be, as determined by us, the current market value of the Product or a product with equivalent specifications. **In the event we buy out the Contract or replace the Product as set forth in this section, all contractual obligations under this Contract shall have been fulfilled.**

Modification / Transfer: No modification or change of this Contract can be made, including transfer of ownership of the Product, except with our written consent.

State Addendum: The following additional terms and conditions apply to your Contract and supersede any other provisions herein to the contrary:

AL. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

If you submit a written request to cancel this Service Contract, you will be provided a pro rata refund less reasonable handling costs, any claims that may have been paid, and an administrative fee of up to \$25.

AK. Not applicable.

AZ. Not applicable.

AR. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

CA. If you cancel this Service Contract, you must provide written notice of cancellation to us at the listed address. If you cancel this Service Contract within the first 30 days after receipt of this Service Contract, the full amount paid for this Service Contract will be refunded, as long as no claims have been made against this Service Contract. If a claim has been made against this Service Contract within the first 30 days after receipt of this Service Contract, a pro rata refund will be made less reasonable handling costs and any claims that have been made. If the purchase of this Service Contract was financed, we may make the refund payable to the purchaser, the assignee, or lender of record, or both. If you cancel this Service Contract after the first 30 days after you received this Service Contract, we will provide you a pro rata refund less reasonable handling costs and any claims that may have been paid. In addition, we may assess a cancellation or administrative fee, not to exceed 10% of the price of this Service Contract or \$25, whichever is less.

CO. Not applicable.

CT. This Service Contract is automatically extended while the product is being repaired. You may cancel this Service Contract if you return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: you may pursue arbitration to settle disputes between us. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Service Contract.

DE. Not applicable.

DC. Not applicable.

FL. The rate charged for this contract is not subject to regulation by the Florida Office of Insurance Regulation.

GA. Not applicable.

HI. If no claim has been made under this Service Contract, you may return this Service Contract within 30 days of the date this Service Contract was mailed to you, or within 20 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

ID. Not applicable.

IL. If this Service Contract is canceled within 30 days after its purchase and no service has been provided, we will refund the total cost of this Service Contract less a cancellation fee. At any other time, you will be provided a pro rata refund for the unexpired term of this Service Contract, based upon the elapsed term of this Service Contract less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of 10% of this Service Contract price or \$50.

IN. Not applicable.

IA. Not applicable.

KS. Not applicable.

KY. Not applicable.

LA. Not applicable.

ME. Not applicable.

MD. If no claim has been made under this Service Contract, the original Service Contract holder may return this Service Contract within 20 days of receipt of this Service Contract and obtain a refund of the full purchase price of the Service Contract.

MA. Not applicable.

MI. If the performance of this Service Contract is interrupted because of a strike or work stoppage, the effective period of this Service Contract shall be extended for the period of the strike or work stoppage.

MN. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

MS. Not applicable.

MO. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

MT. Not applicable.

NE. Not applicable.

NV. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase

price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

A 10% per month penalty will be added to a refund that is not made within 45 days of return of this Service Contract to us.

If any payment required under this Service Contract is not made when due, we have the right to cancel this Service Contract. In such a case, you will be provided a pro rata refund less any outstanding balance on your account. If you are the original Service Contract purchaser and you submit a written request to cancel this Service Contract, you will be provided a pro rata refund less any outstanding balance on your account and a cancellation fee of \$25. We can cancel this Service Contract prior to the 70th day after the effective date for any reason. Beginning on the 70th day after the effective date, we can only cancel this Service Contract for reasons of nonpayment; conviction of a crime which increases the services required under this Service Contract; discovery of fraud or material misrepresentation in obtaining this Service Contract or making a claim under this Service Contract; discovery of an act or omission, or violation of any condition of this Service Contract, which occurred after the effective date and which substantially and materially increases the service required under this Service Contract; or a material change in the nature or extent of the required service which occurs after the effective date and which causes the required service to be increased beyond that contemplated at the time this Service Contract was sold. You will be provided a pro rata refund less any outstanding balance on your account. Cancellation of this Service Contract is effective 15 days after we mail the cancellation notice to you. This Service Contract may be canceled pursuant to the terms above, or a claim may be denied or delayed, if the serial plate on your appliance has been removed or in any way made illegible, provided that the serial plate's removal or illegibility occurred after the effective date of this Service Contract and substantially and materially increases the service required under this Service Contract.

NH. If you have questions or complaints regarding this Service Contract, please contact EWC at the toll-free number listed on the front of this Service Contract. In the event you do not receive satisfaction under this Service Contract, you may contact the New Hampshire Insurance Department, in writing, at 21 South Fruit Street, Suite 14, Concord, NH 03301, or by telephone at (800) 852-3416 or (603) 271-2261.

NJ. Not applicable.

NM. EWC can cancel this Service Contract prior to the 70th day after the effective date for any reason. Beginning on the 70th day after the effective date, EWC can only cancel this Service Contract for reason of nonpayment; conviction of a crime which increases the services required under this Service Contract; discovery of fraud or material misrepresentation in obtaining this Service Contract or making a false claim under this Service Contract; discovery of an act or omission, or violation of any condition of this Service Contract, which occurred after the effective date and which substantially and materially increases the service required under this Service Contract. Cancellation of this Service Contract is effective 15 days after we mail the cancellation notice to you.

NY. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

A 10% per month penalty will be added to a refund that is not made within 30 days of return of this Service Contract to us.

NC. Not applicable.

ND. Not applicable.

OH. Not applicable.

OK. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

OR. Not applicable.

PA. Not applicable.

RI. Not applicable.

SC. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at

the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

SD. Not applicable.

TN. This Service Contract is automatically extended while the appliance is being repaired.

TX. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

UT. Not applicable.

VT. If no claim has been made under this Service Contract, the original Service Contract holder may return this Service Contract within 20 days of receipt of this Service Contract and obtain a refund of the full purchase price of the Service Contract.

VA. Not applicable.

WA. . If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser.

Either party may cancel this Service Contract upon 21 days prior written notice to the other.

WV. Not applicable.

WI. THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Contract will only be canceled mid-term for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions, or warranties. You may, within 15 calendar days of the delivery of this Service Contract, reject and return this Service Contract for a full refund less actual costs or charges needed to issue and service this Service Contract. If you cancel this Service Contract at any time during the coverage period, claims will not be considered when calculating any refund due.

WY. If no claim has been made under this Service Contract, you have the right to return this Service Contract within 20 days of the date this Service Contract was mailed to you, or within 10 days of delivery if this Service Contract was delivered to you at the time of sale. In such a case, this Service Contract will be void and we will refund to you the full amount of the purchase price of this Service Contract. This right to void this Service Contract is not transferable and applies only to the original Service Contract purchaser. Thereafter, if we cancel this Service Contract, we will mail a written notice to you at your last known address, as contained in our records, at least 10 days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered product or its use.

A 10% per month penalty will be added to a refund that is not made within 45 days of return of this Service Contract to us.

This Contract is provided by, and the obligations of the provider
under this Contract are backed by the full faith and credit of,
ELECTROLUX WARRANTY CORPORATION
10200 David Taylor Dr. Charlotte, NC 28262