



# A+ Certified Appliance Service Plan

***We offer a plan to save you time, eliminate hassles, & extend the life of your appliances as well as help them run more efficiently.***

**Service Plan - Only \$19.95 per month!** Covers all your applicable appliances including LCD, Plasma and DLP TVs.

The **Service Plan** assures that there will be no "trip" charge and no labor to repair your appliances. We will only charge for parts and the parts replaced will be warranted for 1 year. This quadruples the manufactures warranty (exception will be circuit boards and TVs – surge protection for the whole house is recommended for these). No limit to the number of times you may call during the term of your agreement. .

The appliances we will cover:

- *Refrigerators*
- *Freezers*
- *Dishwashers*
- *Garbage Disposals*
- *Washers*
- *Dryers*
- *Ranges*
- *Stoves*
- *Cook tops*
- *Microwaves*
- *Ice Makers*
- *Wine Coolers*
- *LCD, Plasma and DLP TVs*

Term: This agreement starts on the date signed by you. If you sign up on a partial month, then you will owe the pro-rated amount for that month based on the number of days covered for the month. This agreement automatically renews on a month-to-month basis. You may cancel at any time with a 30-day written request to: A+ Certified Appliance, 2416 Spruce Ct, Little Elm, TX 75068 or [service@apluscertifiedappliance.com](mailto:service@apluscertifiedappliance.com) or fax the request to: 972-294-3386. If cancellation occurs within a billing cycle, then you will owe the pro-rated amount for that month based on the number of days covered. A+ Certified Appliance can cancel at any time with a 10-day written notice.

Limitations and Exclusions: 1. This Service Plan is limited to 15 appliances registered by model # and serial # in this agreement with A+ Certified Appliance and can include: refrigerators, freezers, dishwashers, garbage disposals, washers, microwaves, gas or electric dryers, gas or electric ranges, gas or electric stoves, gas or electric cook tops, wine coolers, LCD TVs, Plasma TVs and DLP TVs and all parts directly associated with these appliances up to but not including the connection with the home at the wall, be it electrical, gas, plumbing, or venting. You can add or delete appliances by written notice to A+ Certified Appliance. "Old style" tube TVs, which also includes many "big screen" TVs are NOT warranted.

2. Service Plan customers must be current, not past due in their monthly payment at the time of request for repair or service. If payment is missed, Service Plan customers have 15 days to bring their account current with a valid credit card or the 1 year warranty on parts provided herein shall be void and of no effect. It is the customer's responsibility to contact A+ Certified Appliance to bring the account current.

3. A+ Certified Appliance will at its sole discretion only install parts that A+ Certified Appliance has purchased from its vendors. The Service Plan customer agrees to pay price that A+ Certified Appliance sets as retail. At no time will A+ Certified Appliance be obligated to install a part the customer has acquired.

3. The Service Plan provided herein covers charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete products. All charges related to disposal of old parts or appliances, and any costs related to providing access to the registered appliance are not covered and are the sole responsibility of the customer.

4. To make a service request under this agreement, you must (i) immediately contact the proper authority in the event the appliance has the potential to cause personal or property injury; (ii) shut down the appliance to prevent further damage; and (iii) determine whether the appliance is covered under this Service Plan agreement. If this Service Plan agreement covers the appliance, then you must call A+ Certified Appliance prior to obtaining service for the appliance. Failure to contact A+ Certified Appliance before service will render any claim invalid, and A+ Certified Appliance will not reimburse (or otherwise accept any responsibility for costs) if you use or choose someone other than A+ Certified Appliance. No other entities' warranties are covered by or enforceable through this Service Plan agreement. All claims under the Service Plan provided herein must be made as soon as possible, but in any event, within fifteen (15) days from the date of discovery of the defect and always while this agreement is in force. Failure to notify A+ Certified Appliance of a warranted defect within fifteen (15) days of its discovery voids A+ Certified Appliance obligations hereunder. A+ Certified Appliance Service Plan shall have 10 business days to respond to such a claim.

5. A+ Certified Appliance obligations under this Service Plan are limited to repair of any part or parts of the customer's registered appliance with A+ Certified Appliance which prove to be defective and in need of repair. If at the sole discretion of A+ Certified Appliance, the appliance needs to be replaced then no "trip charge" or labor will be charged, but appliance will not be repaired. If an appliance is deemed not repairable, A+ Certified Appliance will install a new appliance for 50% of normal installation charges.

6. It shall be in A+ Certified Appliance's sole discretion as to who will be sent to service any appliance. It shall also be in A+ Certified Appliance's sole discretion as to whether or not to use or employ independent contractors to fulfill any service request.

7. The Service Plan provided herein shall be void and of no effect in the event that (a) the appliance has been operated outside its designed output capacity (heating, cooling, airflow, etc.); (b) the appliance has been subjected to misuse, neglect, accident, improper or inadequate maintenance, corrosive environments, environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock; (c) unauthorized modifications are made to the appliance; (d) the appliance is not installed or operated in compliance with the manufacturer's printed instructions; (e) the appliance is not installed and operated in compliance with applicable building, mechanical, plumbing and electrical codes; (f) the model number or serial number of the appliance has been altered, defaced or removed; (g) the damage is caused by an Act of God; (h) the damage is caused by a prior repair effort; or (i) the damage results from a manufacturing or marketing defect.

8. The sole remedy available to the customer related to a dispute under, arising out of, or related to this Service Plan agreement is for repair only of a registered appliance. Under no circumstances shall A+ Certified Appliance be liable for any loss, cost, damage, or expense of any kind arising out of or related to this agreement. Further, under no circumstances shall, A+ Certified Appliance be liable for any incidental, consequential, exemplary, special, or punitive damages, nor for any loss of revenue, profit or use, arising out of or related to this agreement or in connection with the sale, maintenance, use, operation or repair of any registered or non-registered appliance or system. In no event will A+ Certified Appliance be liable for any amount greater than the purchase price of a defective product based on make, model and age of registered product. The disclaimers of liability included in this paragraph 4 shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose. As a condition precedent to any suit that a customer may bring, the customer, at its sole cost, must engage in mediation with A+ Certified Appliance in an attempt to resolve the dispute. If the customer files suit without engaging in mediation, then the customer's suit must be dismissed with prejudice.

9. A+ Certified Appliance reserves the right to refuse purchase of warranties if at its sole discretion determines that the customer's appliance products are too worn out, too aged or otherwise not fit to warranty.

10. A+ Certified Appliance reserves the right to change the pricing of any Service Plan at any time and will notify customer within 30 days of pricing change and give customer opportunity to cancel service and payment before continuing billing.

11. THIS SERVICE PLAN IS THE SOLE AND EXCLUSIVE PLAN FOR A+ CERTIFIED APPLIANCE CUSTOMERS WHO HAVE PURCHASED THE SERVICE PLAN LISTED ABOVE AND ARE IN GOOD STANDING WITH THEIR PAYMENTS, AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHICH ARE HEREBY DISCLAIMED. A+ CERTIFIED APPLIANCE SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. A+ Certified Appliance warrants to the original owner-user based on the plan outlined above that is purchased and is not transferable or assignable by you, unless A+ Certified Appliance consents in writing. A+ Certified Appliance can assign this Agreement with or without your consent.

12. In entering into this agreement, the customer warrants and represents that he has not relied on any affirmations or representations outside this agreement. Stated otherwise, the customer warrants and represents that the only affirmations or representations he has relied upon are contained within this agreement.

13. No person or entity other than a corporate officer of A+ Certified Appliance is authorized to bind A+ Certified Appliance to any other warranty, obligation or liability. This agreement can only be amended or changed in writing in accordance with its terms.

I, \_\_\_\_\_ choose the below checked Service Plan and agree to pay the monthly fee with the credit / debit card listed below. I understand that the billing will appear on my credit card or checking account statement between the 1<sup>st</sup> and the 5<sup>th</sup> of every month. I also understand that I may cancel at any time with 30-days written notification through U.S. mail, fax ((972) 294-3386) or email ([service@apluscertifiedappliance.com](mailto:service@apluscertifiedappliance.com)):

**Service Plan - \$19.95 per month**

Name: \_\_\_\_\_  
(as it appears on credit card)

Email: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_   

CC#: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_

Card Security Code: \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date