



## ADDITIONAL TERMS AND CONDITIONS

This Agreement is a maintenance agreement, not an insurance policy, extended warranty, or service contract. This Agreement is between the Seller and the Purchaser and provides for certain inspections and maintenance services for equipment listed on the front of this Agreement as indicated herein.

### **I. This Agreement provides for specified inspections and maintenance only for the equipment listed on the front of this Agreement.**

- A. We will perform a safety and performance inspection on Your listed equipment. This safety and performance inspection will include (to the extent applicable and to the extent the components of Your listed equipment are accessible) those services indicated on the front of this Agreement.
- B. We will contact you to schedule Your safety and performance inspection. This safety and performance inspection will be scheduled to be completed during normal business hours.
- C. For other service, We will provide You with priority service through preferential treatments in the scheduling of Your call. You may contact us for emergency service 24 hours a day, seven days a week. Emergencies are situations that create substantial risk of injury to persons or substantial property damage.
- D. For any repairs We perform on the listed equipment, We will provide You with Our discounted Up-front pricing applicable to such repairs, when available.
- E. We will provide You a discount of Our usual and customary rates and will not charge you overtime charges towards any repairs We perform on the listed equipment.

### **II. This Agreement is perpetual and will continue on until either party cancels by a 30 day written notice in advance and may be transferred as follows:**

- A. This Agreement may be transferred by You only to the person to whom You sell Your residence. This Agreement may be transferred by Us at any time.
- B. No service will be required to be rendered by Us under this Agreement if You have a past-due account and this Agreement can be cancelled by Us for fraud, material misrepresentation, Your failure to make any payment required under this Agreement when due or Your failure to pay for any services or goods rendered or provided by Us to You, whether in connection with this Agreement or otherwise.
- C. In addition to any right you may have under law or elsewhere in this Agreement, You may cancel this Agreement within the first five days following the effective date of this Agreement. If no services have been performed under this Agreement or if required by law, You will receive a full refund.

### **III. This Agreement does not cover and We will not be responsible for:**

- A. Any breakdown or failure of the listed equipment or any failure to detect any defect in or malfunction of the listed equipment.
- B. Any parts or labor for any required repairs.
- C. Any consequential, secondary, or incidental damage or bodily injury or property damage, regardless of cause.