

remove your refrigerator for repairs. Any service beyond that provided by this contract will be furnished only upon Customer's authorization and must be paid in full upon completion. It is Customer's responsibility to schedule A/C Maintenance Clean and Check.

B. Replacement Coverage: Union reserves the right to deem a covered equipment item non-repairable. If Union makes that determination, Union will replace any appliance less than ten (10) years old **FREE** of charge with a base model that performs the same primary function and has a capacity comparable with the covered item. If an Air Conditioning/ Heating equipment unit is less than ten (10) years old and is deemed non-repairable, Union will give a discount of an amount equal to the cost of the annual Complete Care Agreement to the replacement quote. Union is not liable to provide exact match in brand, dye, lot, or type. For Appliances more than ten (10) years old, Union will assist Complete Care Contract holder in obtaining new equipment at or below wholesale prices. Replacement coverage is not available for foreign equipment or built-in appliances. Replacement will not be made on the basis of appearance or on the basis of any cosmetic considerations.

C. Equipment Access: Customer agrees to provide clear access to the equipment to be serviced. Union will not be responsible for any damages incurred to ceilings, floors, walls, counter tops, cabinets, or covered item that arises while moving the equipment for diagnostic or repair access.

D. Termination: Customer or Union may terminate agreement upon written notice. Customer will be entitled to a refund of ninety-percent (90%) of the unearned premium less the cost of labor and materials supplied to date. Union may terminate agreement and Customer will be entitled to a refund of one-hundred percent (100%) of the unearned premium. Premiums are earned at the rate of one-twelfth of the annual contract amount each month.

Agreement is transferable from one owner to another at the same address upon written notice to Union from the agreement holder.

Renewal of this agreement is solely at Union's discretion.

E. Force Majeure: Union will not be liable for incidental or consequential damages arising from the non-functioning covered equipment. Union will not be liable for pre-existing conditions resulting in or reflecting improper installation, maintenance, or violations of any building codes. Customer holds harmless Union against accident, abuse, misuse, fire/smoke, flood, wind, storm, acts of God/nature/war, rust & corrosion damage, bodily injury or any property damage resulting from mold/mildew or fungus, animals: pet or pest damage, power failure/surge, riots, labor strikes, or vandalism.

F. Exclusions & Limitations: This agreement does not cover any of the following items:

1. Insulation, ductwork, drain pans, solid state controllers and touch pads, refrigerants, filters, fuses, breakers, duct work, grilles, racks, shelves, filter screens, dryer vents, knobs and dials, baskets, clocks, probes, rotisseries, handles, batch feed disposals, ventilation, hood fans, doors, panels, timers, plastic parts, glass and porcelain range tops, water heater tanks, interior/exterior linings, conditions of insufficient water pressure
2. Permit fees when applicable for equipment replacement.
3. Any water or electrical lines external to the covered equipment.
4. Union will not be liable for any equipment under factory recall due to manufacturer's defect.
5. Any service performed by another company or by unauthorized contractors.
6. Union reserves the right to inspect customer's equipment. Union will not be liable for repairs under this agreement if the customer misrepresented the age of the equipment. All equipment must be in proper operating condition on contract Start Date. Any system or appliance deemed non-operational before coverage period begins will be excluded from this agreement until repaired.

G. Disputes: Any controversy or claim resulting from this Agreement will be settled by non-binding arbitration in accordance with the American Arbitration Association. Arbitration is to be held in Lee County, Florida.