

SERVICE TERMS & CONDITIONS

If you contract with Schroeder's Corporation, d/b/a Schroeder's Appliance Center to do work for you (the "Customer"), the following terms and conditions ("General Terms and Conditions of Service") will apply to the services we perform or other goods we provide. It is your responsibility to familiarize yourself with these General Terms and Conditions of Service, prior to allowing our technician to commence work. Allowing our technician to commence service constitutes acceptance of all terms and conditions detailed herein.

NON-REFUNDABLE DIAGNOSTIC FEE

We charge a non-refundable service fee (the "Diagnostic Fee") for all non-warranty visits to the Customer's residence or business. The Diagnostic Fee will be quoted to you prior to our visit. The fee covers costs incurred by us for travel and the performance of diagnostic services by a trained Schroeder's Appliance Service technician. By accepting the Service Order, you acknowledge and agree to a) to pay the Diagnostic Fee in full whether Schroeder's Appliance Center Service performs recommended repairs or not.

ESTIMATE

The estimate section of the Service Order summarizes the costs for the parts and service we estimate are required to repair your appliance(s) (the "Price Quote"). By accepting the Service Order, you acknowledge that you agree to the terms of the Price Quote and the agreed-upon scope of work. If applicable, sales tax is included in the Price Quote.

CUSTOMER RESPONSIBILITIES

1. Ensure an individual 18 years or older is present at time of service.
2. Ensure a form of payment will be available for the Schroeder's Appliance Center Services technician during the scheduled visit
3. Ensure the appliance is readily accessible to service technician, if you have a stackable washer and dryer dismount the unit before the technician arrives. An additional fee to have them unstacked by Schroeder's technicians will apply if customer is unable to unstack.
4. Keep small children and pets out of the technician's work area
5. Ensure all pets are controlled when the technician is at the house

PAYMENT TERMS AND COLLECTION COSTS

Payment is due and will be collected upon completion of the services. Payment may be made by check or credit card. Any dishonored check or bank overdraft will be charged a processing fee of \$30.00. You agree to pay all expenses incurred by Schroeder's Appliance Center for the collection of any unpaid amounts including, but not limited to all attorney's fees, filing fees, and costs. Past due amounts shall be accessed at \$10.00 if an invoice is unpaid after 30 days.

COLLECTION FEES

The customer agrees that in the event this service invoice is placed in the hands of an agency or attorney for collection or legal action, the customer will pay an additional charge in an amount equal to the cost of collection including agency and attorney fees and court costs incurred and permitted by law governing these transactions.

LIMITED WARRANTY

For repairs, parts, and service provided by us, we warrant to you that the repairs, parts, and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is thirty (30) days from as applicable (i) the date of your receipt of the part, or (ii) the date of repair or service. If during this thirty-day period you discover a defect in the repairs, parts, or service you must promptly notify us in writing. Schroeder's Appliance Center's obligation for defective parts and/or workmanship, and Customer's exclusive remedy, shall be limited, at Schroeder's Appliance Center's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said the service and parts. All warranty claims are subject to inspection and approval by Schroeder's Appliance Center.

The foregoing warranties do not apply in any manner to the following: a) repair or replacement of any appliances used for any commercial or industrial application; b) cosmetic or non-functional parts, including but not limited to glass, trim, knobs, panels, racks, tanks, tubs, baskets, structural parts, doors, door liners, and shelves; c) plumbing supply water lines to any appliance, whether replaced or recommended for replacement by Schroeder's Appliance Center; d) repair of any appliance that has been moved from the location at which it was originally repaired or installed by Schroeder's Appliance Center, or e) repairs on appliances for which parts are no longer available from the original manufacturer. Additionally, Schroeder's Appliance Center shall be under no legal obligation to honor any warranty set forth herein unless Customer has paid all amounts owed under the applicable Price Quote.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES EXTEND ONLY TO CUSTOMERS.

LIMITATION OF DAMAGES

SCHROEDER'S APPLIANCE CENTER SHALL NOT BE RESPONSIBLE FOR ANY special, incidental, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY IN CONNECTION WITH

THIS AGREEMENT. SCHROEDER'S APPLIANCE CENTER'S liability for damages is limited to the amount actually paid by the customer. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

ENTIRE AGREEMENT

These General Terms and Conditions of Service and each Service Order constitute the complete agreement ("Agreement") between Schroeder's Appliance Center and Customer and supersede all prior or contemporaneous agreements or representations, written or oral.

DAMAGE WAIVERS

It is the responsibility of the customer to familiarize themselves with waivers we have in place surrounding the provision of any services we provide. We only provide services under these waivers and our price is based on the customer accepting our waivers. By requesting that we perform the work, you are accepting our waivers. If one or part of these waivers is found to not be enforceable that will not prevent the remaining waivers from being enforced.

Waiver of Damages When Moving Appliance

You understand there is an inherent risk when moving appliances. There is risk of damage to the machine itself, and to areas surrounding its installation, including but not limited to flooring, cabinetry, and countertops. You acknowledge the technician is not required to move the appliance. In exchange for his willingness to do so, you promise to hold harmless both the technician and Schroeder's Appliance Center from any and every liability associated with any such damage as may occur in connection with this movement.

Waiver of Damages When Working with Water

You understand the machinery that's being worked on relates to the building's plumbing system, and whenever any machinery is so connected, there is an inherent risk that component failure, imperfect connections, and/or other faults could result in unintended leakage and/or flooding within the building, causing significant and sometimes catastrophic damage. Excepting for cases of gross, clearly proven, and explicitly identifiable negligence by the technician, you promise to hold harmless both the technician and Schroeder's Appliance Center, its principals, agents, and employees from any and all damages, harms, or liability that may result from such an occurrence. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

Waiver of Damages from Failed Cooling Equipment

You understand that, like any machinery, refrigeration equipment consists of a multiplicity of complex components, any of which can fail without warning, and that any effort to service and/or repair same carries inherent risks. Diagnoses are not always straightforward, and, even when carefully performed, repair this equipment and/or service work may involve imperfections that result in failure of the machinery to perform as intended. Such failures may lead to food spoilage, discomfort, inconvenience, and (particularly in commercial contexts) even loss of revenue as associated with canceled or failed events, inability to service customers, etc. You acknowledge that, by undertaking to service and/or repair your equipment, Schroeder's Appliance Center is not accepting responsibility for any such risks. You agree all such risks are your own (and/or your company's) alone, and you agree to hold harmless and exempt from liability Schroeder's Appliance Center, its agents, and employees from any and all such harms. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

Waiver of Damages from Lifting Glass Cook Top

You understand that, in lifting a glass/ceramic cooktop surface to access components below it, there is an inherent risk of breakage. The top is attached with strong adhesive, and it is not always possible to achieve separation without the surface fracturing. While expecting the technician to exercise every due level of care, you nevertheless recognize that the Technician and Schroeder's Appliance Center explicitly refrain from accepting any responsibility for these risks. You agree all such risks are your own (and/or your company's) alone, and you agree to hold harmless and exempt from Schroeder's Appliance Center, its agents, and employees from any and all such responsibility. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.