

Warranty Terms and Conditions

Charley's Appliance Warranty eligibility requirements

1. Charley's Appliance Warranty administered by Charley's Appliance is available to owners or tenants of residential dwellings within the Charley's Appliance service area. Residential dwellings are occupied single-family homes, condominiums, townhouses, mobile homes, and manufactured housing.
2. Charley's Appliance Warranty pricing is based on a single-unit Warranty. Purchase of additional Warranty for multiple kitchen or laundry appliances is available from Charley's Appliance Warranty for qualifying personal use major home appliances that are less than one year old.
3. All appliances covered by this Warranty must be less than one year old, meet applicable Code requirements, be reasonably clean and safely accessible, and be in good operating condition when the Warranty begins. All appliances must have a model and serial tag to be eligible for service. Charley's Appliance reserves the right to inspect the appliance on-site.
4. Charley's Appliance Warranty pricing is subject to change for renewals or new appliance additions.
5. Charley's Appliance Warranty eligibility requirements, Warranty, and available services may vary and change from time to time.

Plan Warranty

1. Charley's Appliance Warranty will cover specific (as outlined) repairs to the following major appliances range/oven/cooktop; refrigerator; clothes washer; clothes dryer; microwave oven; freezer; and dishwasher. Charley's Appliance Warranty is not an appliance replacement program.
2. Warranty is subject to the limitations and conditions as specified in this document applicable on the Effective Date or the Anniversary Date as defined herein, whichever is later, which Charley's Appliance may modify from time to time by notice to the customer.
3. **Terms of Warranty defined:**
 1. The effective date is the date Charley's Appliance enrolls the customer in the selected plan.
 2. Service will be available immediately after the Effective Date. The Warranty Year begins with the Effective Date and will continue for three or five years, depending on which was purchased.
 3. Charley's Appliance Warranty is for three or five-year, depending on which is purchased.

4. Term/Termination

1. The term of your Warranty will begin immediately after your “Effective Date” and will continue for two years (Warranty Length of Warranty) from the date of the plan purchase.
4. Your Warranty may be extended by two years as long as the appliance is less than five years old. You must request an additional two-year Warranty plan at the end of your Warranty term.
5. Charley’s Appliance provides a call center that accepts, records, and schedules service requests 24 hours a day, 365 days a year. Charley’s Appliance reserves the right to prioritize and schedule all service requests at its discretion as permitted by workload, weather conditions, strikes, or any other circumstances beyond our control.
6. To request service, call 316-321-1515. Upon request, appointments will be arranged for with a Charley’s Appliance service technician to provide covered services in accordance with the terms and conditions as described herein and if the covered appliances and systems:
 1. Are located within the confines of the main foundation of the home;
 2. Become inoperative due to normal wear and tear;
 3. Are in good working order on the Enrollment Date;
 4. They are properly installed and appropriately maintained throughout the Charley’s Appliance warranty.
 5. The service request is received during the Warranty Period.
7. Service calls for non-covered items will be charged to you during service.
8. Charley’s Appliance will not perform repairs on a covered appliance under any of the following circumstances:
 1. When the appliance or system cannot be repaired.
 2. When the needed repair is listed under Special Circumstances or Items Not Covered.
 3. When the covered part required to complete a covered repair is no longer available from authorized service Warranty or suppliers.
 4. When Charley’s Appliance determines that the estimated repair cost exceeds the appliance's current market value, Charley’s Appliance will reserve the right to replace the unit at Charley’s Appliance cost.
9. Charley’s Appliance Warranty will not be responsible for charges for service or repairs that others provide without our prior knowledge and approval.
10. This Warranty does not cover any labor, materials, or parts required as a result of flooding, attempted repairs by persons other than Charley’s Appliance personnel or an authorized Warrantyor, abuse, vandalism, electric power outage or surge, water supply failure, accidents, fire, freezing, pet or pest damage, acts of God, tampering or unauthorized alteration or any other abnormal conditions. This Warranty does not cover installation errors or omissions that result in equipment failure or performance issues.

Service will not be performed in areas where asbestos or any other safety or health hazard exists until the hazard has been eliminated by the customer and at the customer's sole expense. Charley's Appliance reserves the right to restrict specific makes of equipment from eligibility due to obsolete parts and reserves the right to use other than the original manufacturer's parts.

11. The choice of parts to be used is at Charley's Appliance's sole discretion. Parts purchased by persons other than a Charley's Appliance Service Warranty or will not be installed without prior approval.
12. The customer will be responsible for costs incurred in missed service appointments.
13. Charley's Appliance may cancel this Warranty at any time, with or without cause.
14. This Warranty constitutes the entire understanding between the parties with respect to the subject matter of this Warranty and supersedes any prior discussions, negotiations, agreements, writings, and understandings.

Limitation of liability and exclusion of warranties

1. In the event of any defects in parts, materials or service provided hereunder, Charley's Appliance only responsibility and the customer's sole remedy shall be that on request of the customer, during the term of this Warranty, Charley's Appliance will repair or replace the defective part, material or service in accordance with the provisions of this Warranty.
2. Charley's Appliance Warranty does not include Warranty for appliances or systems used at commercial properties or residences used as businesses, including but not limited to daycare centers, fraternity/sorority houses, adult care, and/or nursing homes. Plan Warranty is limited to residential-grade appliances and systems, and those items are manufactured and marketed solely for installation and usage in a residential family building. Warranty includes only those items stated as covered (see the What is Covered section for specific details).
3. Charley's Appliance Warranty plans are service agreements and not insurance policies.
4. Charley's Appliance will not be liable for direct damage, consequential damages, indirect losses or injuries caused by defects in parts, materials or service provided hereunder, delays, failure to service, unavailability of parts or labor, and any condition beyond reasonable control. Examples of such damages include but are not limited to loss of income, additional living expenses, personal and/or property damage, and food spoilage.
5. Charley's Appliance will not be responsible for the diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew, rot or fungus, even when caused by or related to the malfunction, repair, or replacement of a covered system or component.
6. Charley's Appliance shall not be liable to the customer for failure to perform obligations under this Warranty due to any acts of God, strikes, lockouts, acts of the public enemy, lightning, fires, storms, floods, explosions, breakage or accident to machinery, the malfunction of any computer systems (hardware or software) or equipment containing embedded systems of Charley's Appliance upon which Charley's Appliance relies the

binding order of any court or governmental authority, or any other cause outside the reasonable control of DTE Gas.

7. Charley's Appliance will not be responsible for any repair or replacement that would violate any local, state, and/or federal law, rule code or regulation. Charley's Appliance will authorize completion of the repair or replacement upon correction and remedy of the violation and/or potential violation by the customer. Any cost associated with the correction or remedy of such violation is the customer's sole responsibility.
8. Charley's Appliance reserves the right to assign its rights and obligations to another party.
9. CHARLEY'S APPLIANCE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
10. If required by law, Charley's Appliance will provide a broader limited Warranty and limitation of liability.

Warranty terms

*See special circumstances for additional information

What is covered:

RANGE/OVEN (*Countertop, Oven/Convection Oven*)

- Appliance regulator
- Burner (*main*)
- Burner (*pilot*)
- Burners (*sealed*)
- Circuit boards (*ERC*)
- Convection motor
- Door gasket (*when available separate from internal door assembly*)
- Door hinges (*when available separate from internal door assembly*)
- Door springs (*when available separate from internal door assembly*)
- Fuses
- Gas valve
- Heater element – burners
- Ignitor switches
- Indicator lamps
- Main burner
- Oven flame switch
- Oven ignitor
- Oven pilot assembly
- Oven pilot safety
- Oven safety gas valve

- Oven thermostats/thermistor
- Piston
- Range top burner valves
- Relay
- Selector switch
- Self-cleaning element, latch, timer
- Sensor
- Surface element
- Surface element/surface receptacles burner switch
- Thermocouple/glow rod/flame sensor
- Touch pads
- Transformer

REFRIGERATOR

- Capacitor
- Condenser cleaning
- Defrost drain cleaning
- Defrost heater
- Door CAM assembly
- Drain heater
- Electronic control boards
- Fan control
- Fan motor/bearings
- Fan switch
- Fuse
- Gasket (*when available separate from door assembly*)
- Icemaker assembly
- Light switch
- Limit control
- Relay/overload
- Thermistor
- Thermostat
- Timer
- All lines connected to the water valve, excluding water supply line and lines inside the door(s) Inlet Water valve
- Compressor
- Sealed System

DISHWASHER

- Belts/pulleys
- Bimetal triggers
- Circulating pump motor
- Circulation pump
- Door Cable
- Door hinges
- Door latch
- Door springs (*when separate from the internal door assembly*)
- Drive motor
- Electrical switches
- Electronic control boards
- Fan motor
- Fuse
- Door Gaskets and seals (*when separate from the internal door assembly*)
- Heater element
- Limit control
- Rack rollers
- Relay
- Soap dispenser
- Spray Arms
- Thermistor
- Thermostat
- Timer (*electronic*)
- Transformer
- Water control
- Water valves

UPRIGHT/CHEST FREEZER

- Capacitor
- Defrost heater
- Door CAM assembly
- Door switch
- Electronic control boards
- Fan
- Fan motor
- Fuse
- Gasket (*when available separate from door assembly*)
- Relay

- Terminator
- Thermostat
- Timer

CLOTHES WASHER

- Agitator
- Basket drive (*external to transmission*)
- Belts/pulleys
- Circulating pump/motor
- Clips
- Clutch assembly (*external to transmission*)
- Coupler
- Dog ears
- Door hinges, gasket, seals (*when separate from door assembly*)
- Door latch/lock
- Drain pump/motor
- Drive motor
- Electric water valves
- Electrical switches
- Electronic control boards
- Electronic control system
- Front load door boot/bellow
- Fuse
- Hoses excluding hot/cold fill supply
- Relay
- Supply and drain hoses
- Suspension rods
- Temperature selector switch
- Timer
- Timer knob and dial
- Touch pad
- Transformer
- Water level control

CLOTHES DRYER

- Belts
- Blower wheel
- Burner (*main/pilot*)
- Control timer

- Door latch
- Door switch
- Drum shaft/bearings
- Drum support, rollers/guides
- Electronic control boards
- Fuse
- Gas valve/coil assembly
- Gaskets & seals (*when separate from the internal door assembly*)
- Heater element – pilot burner
- High-limit thermostat
- Idler pulley
- Ignitor/spark electrode
- Motor & centrifugal switch
- Pilot safety
- Regulator
- Relay
- Selector switch
- Sensor
- Thermistor
- Thermocouple
- Thermostat
- Timer
- Touch pad

Special circumstances

1. Charley's Appliance will not perform repairs under the following conditions:
 1. To repair conditions that preexist the effect of the customer's enrollment in the selected plan.
 2. Service requests not associated with failure of covered appliances.
 3. Seasonal startup/shutdown inspections.
 4. Parts and services not covered under the Warranty. Additional charges to the customer may result for parts and labor associated with the above situations. The additional charges will be determined using Charley's Appliance service department's current rates for labor and parts.
2. Should a circumstance such as availability of parts or replacements, essential non-covered work, or specific customer brand/model preference/requirement necessitate that an authorized service Warrantor will not complete a covered repair or replacement, then reimbursement to the customer will only be considered if:
 1. The repair/service is a "covered repair/replacement" as outlined in the "What is Covered" section; and

2. Charley's Appliance has been informed of the need in advance of repairs and has authorized the exception.

Examples of items not covered - not all-inclusive.

Any connections outside the appliance, such as water or gas lines, electrical power cords, and fill and discharge hoses. Freestanding/built-in clear ice makers that fail due to a lack of required cleaning and maintenance will not be covered. Ice makers and water dispensers connected to a water system heavy in minerals that cause the system to fail will not be covered.

10 Year Extended Limited Component Warranty Terms

APPLIANCE	COMPONENT
Refrigerator	Compressor
Top Load Washer	Transmission*
Front Load Washer	Main Drive Motor
Compact Automatic Washer	Electronic Gear Case Assembly
Washer/Dryer Stack Unit	Main Drive Motor or Transmission
Dishwasher, Dryer, Vacuum Cleaner, Range Hood	Main Motor
Gas Dryer	Ignitor
Electric Dryer	Heating Element
Electric Range Cooktop or Wall Oven	Bake/Broil/Surface Heating Element**
Gas Range Cooktop or Wall Oven	Ignitor & Spark Module
Microwave Oven	Magenetron Tube*

***When the manufacturer furnishes the component by this limited warranty for 10 years, then Associated Service Corp. will arrange for the payment of the current profile labor rate to install this component.**

**** EXCLUDES halogen and induction elements**