



Bell's Appliance, Inc.

General Terms and Conditions of Service

If you contract with Bell's Appliance, Inc. 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 and the spare parts 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. By visiting our website, scheduling a Service Call, confirming an appointment, approving a repair, or allowing our technician to commence service constitutes acceptance of all terms and conditions detailed herein.

Payment and Conditions of Service Provision

It is the responsibility of the customer to familiarize themselves with terms of service at time of scheduling and prior to allowing our technician to commence provision of service. Scheduling of service with us implies full acceptance of our terms and conditions as detailed, as does allowing our technician to commence service. Acting either for yourself or for the party listed on electronic or paper work order you agree to pay all the following where applicable: any unpaid balance upon completion, 24% APR Interest, service charges, and late charges on any past due balance, a \$25 service fee if your check or credit card is not honored by the bank, necessary handling and return charges if your work order is canceled in an untimely fashion, and any necessary collection costs, including attorney's fees. Payment is due on provision of service unless terms have been agreed or other previous arrangements have been made.

Cancellation of Service

When scheduling service with us, we specifically take time out a technicians' day to call on your location and service your product. When you forget, cancel, or change your appointment without giving enough notice, we miss the opportunity to fill that appointment time, and clients on our waitlist miss the opportunity to receive services which in turn results in a loss of revenue which cannot be recovered. We also incur shipping and handling costs in addition to any parts purchased to complete a customer approved repair. You agree to pay these shipping and handling costs as well as the cost of the parts if they are non-returnable. Consequently, we reserve the right to charge an amount equal

to 100% of the service call amount for any appointment missed, canceled, or changed without 24 hour notice or otherwise mutually agreed.

Service Call

For the Service Call (also known as “Diagnostic Call or Inspection Call”), the appliance must be installed and accessible to the service technician. The Trip Charge fee includes the trip to the customers’ location, the initial inspection, diagnosis, and written estimate of repair. The Trip Charge fee DOES NOT cover any part of the repair and is NOT refundable when repair estimate is declined, however is waived when repair estimate is approved. Repair charges and Sealed System Service Call charges are separate from Service Call fees. Our technicians cannot change or modify any previously agreed upon charges. They can add charges if additional services are requested or required. In case access to the unit is not provided by the customer, additional fees may apply for the work performed to access the unit.

Based on the customer’s description of the issue, the Bell’s Appliance, Inc. service technician will diagnose the unit and determine what repair(s) will be necessary to resolve the issue(s). Due to the complexity of some appliances there can be additional underlying problems which cannot be determined until an “initial repair” is made. In the event an appliance has an underlying problem(s) an additional free diagnosis along with an additional revised estimate and diagnosis will be provided. If our technician determines that there is a failure in a sealed system, the additional free diagnosis and inspection does not apply and a separate Sealed System inspection would need to be performed.

If a technician cannot duplicate the customer’s complaint on the unit, the customer will be responsible for the Trip Charge fee. If the technician arrives and no problem is present, it will be considered as a diagnosis of “No problem found” or “Operating properly”. The customer will be responsible for the Trip Charge fee. If the problem is found to be intermittent, it may not be able to be diagnosed. Intermittent problems are not always apparent and cannot always be traced. The only time such a problem can be traced is when the problem actually exists. The customer will be responsible for the Trip Charge fee on an intermittent problem.

If the problem is caused, or possibly caused by a source other than the appliance itself, the technician may recommend an examination by an outside trade contractor to confirm or rule out the possible cause or problem. The customer is fully responsible for any expenses, cost and payment for any examinations or services performed by outside trade contractors. The customer will be responsible to pay Bell’s Appliance, Inc. their Trip Charge fee.

Sealed System Service Call

A Sealed System Service Call is separate and in addition to a standard Service Call. The Sealed System Service Call fees and charges are also separate and in addition to a standard Service Call. Sealed System Service Call fees and charges are nonrefundable. A Sealed System Service Call is an in depth and detailed inspection and diagnosis of a refrigeration appliances’ sealed system components. This includes the compressor, condenser, evaporator, filter drier,

valves, copper and aluminum tubing, and refrigerant. Sealed systems are very complex and precise. It is always possible that some or all failures in a sealed system will not be readily apparent or repairable. Micro leaks or blockages may be so small they are undetectable and only affect the appliance over time. Failures may also be in locations of the appliance that are unrepairable such as refrigerant leaks within the appliances' outer walls. It is also possible that the refrigerant used in the appliance is no longer available to purchase. The customer accepts that Bell's Appliance, Inc. cannot guarantee the success of a sealed system inspection or repair and releases Bell's Appliance, Inc. from any and all liability arising from a Sealed System Service or Repair call.

Multiple Appliances

Bell's Appliance, Inc. often makes appointments for customers with multiple appliances. At Bell's Appliance, Inc's discretion, a discounted Trip Charge fee will be charged for each additional appliance. Other than this discounted Trip Charge fee, all other terms of our Service Call apply. Our technicians CANNOT inspect, check, discuss, recommend, or "look at" any appliance without first documenting the appliance in our records and charging the appropriate Trip Charge fee.

Repair

Repair charges are separate from Trip Charge fees. Repair estimates and charges are based on the job using The Original Blue Book Major Appliance Job Rate Guide®. Repair estimates are NOT based on an hourly rate. They are based on many factors including complexity, difficulty, risk, tools, training, supplies required, and many other factors. Our technicians cannot change or modify any previously agreed upon charges. They can add charges if additional services are requested or required. In case access to the unit is not provided by the customer, additional fees may apply for the work performed to access the unit.

Standard Appliance Installation

Standard Appliance Installation services and charges cover the removal and/or installation of an appliance, without the need to disassemble, disturb, remove, alter, or uninstall appliances, cabinetry, countertops, flooring, doors, doorways, or any other fixture or object. Standard Appliance Installation services and charges assume the installation area is easily accessible and does not require special services, effort, or additional technicians to deliver, remove, or install any appliance. In the event that the appliance installation requires additional services, Bell's Appliance, Inc. will, at its discretion, perform the services at additional charges or choose not to perform the appliance installation.

Standard Appliance Installation services and charges do not cover, and Bell's Appliance, Inc. does not provide, modification or repair of gas, water valves, drains, power receptacles, electrical junction boxes, and dryer vents. It is the responsibility of the customer to ensure systems for the supply of gas, water, electrical, drainage, or ventilation systems to facilitate cooling and/or safe operation of equipment installed. We assume and accept that the area and systems or services which have been provided to accommodate the appliance installation have been prepared to conform to the needs of the appliance and meet all applicable regulatory requirements and codes. We do not verify

that correct ventilation, electrical, water supply, water drainage requirements have been met specific to the appliance installed. It is the customer's responsibility to make sure all systems meet local building codes, and are available to facilitate installation using standard materials associated with the installation of that type of appliance.

Warranty

Our Service Call and Repair warranty in regard to additional appliance issues or a manufacturer's part failure is 90 days. Service Call and Repair warranty is void if there has been additional work or inspections performed or damage caused by a third party. The Service Call and Repair warranty is also void if the customer chooses not to repair the appliance as diagnosed. There is no warranty against additional or more extensive repairs, against other problems that may occur on the same machine (even if involving what appear to be identical symptoms), or against incidental damages. Parts carry the manufacturer's warranty, which is usually 30-90 days depending on manufacturer.

Customers will pay all shipping, handling, and processing costs incurred to honor valid manufacturer's parts warranties. Since these parts are subject to availability from the manufacturer, we cannot guarantee the time it will take to obtain these parts. If the manufacturer, for any reason, does not honor their warranty, the customer is responsible for the cost of these parts. In no event will shipping or handling fees be refunded. We do not return electrical or special order parts. Repair charges (excluding warranty parts costs) will apply if beyond the Service Call and Repair warranty period or if these warranties are void.

Intermittent Condition

There is absolutely no labor warranty on any unit with an intermittent problem. Since the problem is not always apparent, it cannot be traced. The only time such a problem can be traced is when the problem actually exists.

Limitation of Liability

In the event inspections or repairs cannot be performed, are delayed for any reason, or are not successful, our liability for damages including consequential damages is limited to the amount actually paid by the customer.

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. These waivers are applicable for all work performed and are assumed and accepted once you allow our technician to commence provision of service.

Waiver of Damages When Moving Appliance

You understand there is inherent risk in such movement. There is risk of damage to the machine itself, and to areas surrounding its installation, including but not limited to flooring, cabinetry and countertops. Bell's Appliance, Inc. technicians are equipped with protective equipment and trained in the use of such equipment and will put forth the

necessary precautions to preserve the property to limit the risk of damage. You acknowledge the technician is not required to move the appliance. In exchange for his willingness to do so, you promise to hold faultless, both the technician and Bell's Appliance, Inc. 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 is connected with 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. Except for cases of gross, clearly proven, and explicitly identifiable carelessness by the technician, you promise to hold harmless Bell's Appliance, Inc, 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

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 the same carries inherent risk. Diagnoses are not always straightforward, and, even when carefully performed, repair 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, Bell's Appliance, Inc. 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 Bell's Appliance, Inc, its principals, 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 Sealed System Repair

You understand that refrigeration sealed system repairs consist of a multiplicity of complex components, any of which can fail without warning, and that any effort to service and/or repair the same carries inherent risk. Diagnoses are not always straightforward, and, even when carefully performed, repair and/or service work may involve imperfections that result in failure of the machinery to perform as intended. Refrigeration sealed systems carry the additional risk involved in soldering and/or welding the copper or aluminum tubing in a sealed system. Often this work is performed in a customer's home in confined and restrictive spaces. This creates additional risks from the heat and flames generated in the soldering or welding process. Bell's Appliance, Inc. technicians are equipped with protective equipment and will take care to avoid such risks and any resulting damage; however those risks are not always apparent or avoidable. You acknowledge that, by undertaking to service and/or repair your equipment, Bell's Appliance, Inc. is not accepting responsibility for any such risks or damage. You agree all such risks are your own (and/or your company's) alone, and you agree to hold harmless and exempt from liability Bell's Appliance, Inc, its

principals, 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 Bell's Appliance, Inc. 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 liability Bell's Appliance, Inc, its principals, 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.

Waiver of Damages from Electrical Issues

You understand that electrical parts and systems consist of a multiplicity of complex components, any of which can fail without warning, and that any effort to service and/or repair the same carries inherent risk. Diagnoses are not always straightforward, and, even when carefully performed, repair and/or service work may involve imperfections that result in failure of the machinery to perform as intended. A large number of electrical issues can damage components. Some examples are lightning, power surges, incorrect or deficient wiring, fluctuations, and other component failures. You acknowledge that electrical damage can happen at any time and for reasons that often cannot be traced or proven. You agree all such risks are your own (and/or your company's) alone, and you agree to hold harmless and exempt from liability Bell's Appliance, Inc, its principals, 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.

Warranty / Extended Warranty / Service Contract Liability Release

Bell's Appliance, Inc. may perform work on a customer's appliance(s) that is under a Manufacturer's Warranty, Extended Warranty, or a Service Contract. This repair will be made for due consideration. The customer confirms that this repair will be paid for by the customer and it is the customer's responsibility to seek any payment or reimbursement from the manufacturer's warranty, extended warranty, or service contract if applicable. Customer also agrees that the liability for the cost of this repair is not waived and agrees to be personally responsible for the cost of this repair in the event the manufacturer / service contract company / extended warranty provider fails to pay any portion of the charges for any reason. In the event that the customer is directly billed for all or a portion of the cost of repairs, the customer agrees to remit said charges immediately, as well as the reasonable cost of collection, including any attorney fees. Having been advised and understanding the service technician will be as careful as possible in undertaking the repairs, I hereby release Bell's Appliance, Inc, its successors in interest; its past, present, and future owners, officers, directors, agents, employees, technicians, insurers, reinsurers and assigns for any and all liability, actual, expressed and implied, of damages, damage costs or expenses of any kind arising out of and in the course of Bell's Appliance, Inc, its agents or employees undertraining to repair any or all of your appliances.