

# General Terms and Conditions of the Agreement for the Provision of Services and Goods By Appliance Doctor, Inc. to Customer

## PLEASE DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND FULLY UNDERSTAND THESE GENERAL TERMS AND CONDITIONS

**Services and Goods:** Appliance Doctor, Inc. ("Appliance Doctor") will provide the services and goods set forth in this agreement at the time and place specified.

**Payment for Services and Goods:** Customer agrees to pay Appliance Doctor for all charges incurred in the provision of the services and goods. Payment of the service call fee is due in full upon request for a service call by Customer. Payment for all other services and goods is due in full upon completion, including payment for any and all extra services or goods, additions, modifications, and/or other changes to this agreement, and/or any other work beyond the scope of the goods and services set forth in this agreement. *If Customer does not make the payment in full for any service or good within thirty (30) days after its due date, then Customer is also responsible to pay interest on the amount due, which shall accrue daily at a rate of 6%, and all costs, expenses, and reasonable attorney's fees incurred by Appliance Doctor in pursuing the payment and collection of any and all amounts not paid by Customer.*

**Appliance Doctor's Service Call Fee:** Upon the Customer's request for a service call by Appliance Doctor, Appliance Doctor charges and the Customer is responsible to pay in full a service call fee for that and every subsequent service call by Appliance Doctor. Appliance Doctor's service call fee is noted on the front side of this agreement.

**Appliance Doctor's Service Call Procedures (and Charges):** Appliance Doctor operates by making service calls to the Customer's residence, business, and/or other property. Appliance Doctor charges a service call fee when a Customer requests a service call from Appliance Doctor. Appliance Doctor expects that the Customer will be present for the service call at the time that its service technician arrives in order to provide access to the Customer's residence, business, or other property. Appliance Doctor will still charge the Customer the service call fee if for any reason its service technician is unable to gain access to the Customer's residence, business, or other property.

Appliance Doctor's service technician will examine the appliance(s) that you have identified as having a problem. If services and goods are needed to repair your appliance(s), its service technician will: (1) provide you with a verbal diagnosis; (2) discuss the services and goods needed and estimated cost; and, (3) obtain a verbal authorization from you to perform the work, that is undertake the services and use (or order) the goods needed for the repair. If the Customer is unable to be and/or not physically present, Appliance Doctor's service technician will try to contact the Customer at the telephone number supplied by the Customer to obtain the verbal authorization. Your verbal authorization constitutes an acceptance of and agreement to pay for the services and goods and, at a minimum, the repair estimate. If Appliance Doctor's service technician is unable to reach you for any reason to secure the verbal authorization to perform the work and, thus, cannot perform any work, or you do not agree to have the services and goods recommended by Appliance Doctor performed, the Customer is still responsible for payment of the service call fee.

Except that, as a courtesy to its Customers, if within twenty-four (24) hours of the end time of the initial service call, the Customer agrees to have the services and goods outlined by and in that initial service call performed by Appliance Doctor, Appliance Doctor in its sole discretion may credit that service fee charge to the charge for services and goods to be performed. Appliance Doctor reserves the right and sole discretion to extend the time frame for this service call fee credit beyond twenty four (24) hours on a case-by-case basis.

Further, except that as another courtesy to its Customer, Appliance Doctor in its sole discretion may waive its service call fee for any subsequent service call by Appliance Doctor, after its initial service call, as long as that subsequent service call is made within the next (30) days of the preceding service call. This courtesy service call fee waiver only applies in cases wherein the services and goods have already been provided by Appliance Doctor and Customer has paid all charges in full. Of course, any new or additional services and goods required in any subsequent service call and the charges thereon are and remain the responsibility and obligation of the Customer.

**Deposit Required For and No Refund As To Non-Stock Parts:** Appliance Doctor maintains certain stock parts on its service trucks and in its warehouse. However, Appliance Doctor does not maintain every single part for every single appliance. If a part(s) is not in stock that is needed to complete the Customer's repair work, Appliance Doctor requires Customer to provide a 50% deposit on the full purchase price, including taxes, shipping, and other charges to secure the part(s), which is due and payable before the part(s) is ordered. If the Customer cancels the repair at anytime or for any reason, Customer's deposit will be forfeited and surrendered. Further, Appliance Doctor does not provide a refund for any reason or under any circumstances for any non-stock part(s) ordered and utilized in a repair. If Appliance Doctor is unable to obtain the part(s) within thirty (30) days, Appliance Doctor will give Customer the option to cancel the part(s) and repair work and your deposit will be refunded, minus Appliance Doctor's service call fee noted on the front of this agreement.

**Credit Card Payments:** As a courtesy to its Customers, Appliance Doctor accepts payments using certain personal credit cards. Appliance Doctor takes the security of your credit card account seriously and, as a result, it prefers

that the purchases by credit card be done in person with the named cardholder present. In such an instance and in order to process the payment by credit card, the named cardholder must: (1) provide a valid state issued identification; (2) have the actual card available for imprint (or other processing); and, (3) the named cardholder must sign the service ticket, which shall serve as the authorization for the credit card purchase and payment. However, Appliance Doctor recognizes that in person presence of the named cardholder is not always possible and so it has adopted the following policies in such an instance. Appliance Doctor requires, prior to the provision of any service or goods, that the named cardholder must fully complete and promptly fax an Authorization to Charge Credit Card form supplied by Appliance Doctor, which completed form shall act as the authorization for the credit card purchase and payment.

**Coupons/Discounts Policy:** Customer is responsible for providing Appliance Doctor with any coupon or other discount prior to the provision of any services or goods. Appliance Doctor will only accept and utilize coupons or discounts provided by Appliance Doctor. Any coupon or discount is valid for a single use only by the named person or entity. Only one coupon or discount per person or company will be accepted by Appliance Doctor. No substitution, assignment, or other transfer as to any coupon or discount, or any right or obligation on same, is permissible. All coupons and discounts expire within one (1) year of issuance. Appliance Doctor reserves the right to not accept or utilize any coupon or discount at any time and for any reason whatsoever.

**Limited Warranties:** Appliance Doctor attempts to utilize Customer's appliance manufacturer's part(s) in repairing the appliance. However, and within its sole discretion, Appliance Doctor has and reserves the right to utilize appropriate substitute parts for that of Customer's appliance manufacturer in performing the services and repair. Appliance Doctor provides a limited ninety (90) day warranty on any part(s) utilized. As to its repair services, Appliance Doctor provides a limited ninety (90) day labor warranty. Customer agrees that Appliance Doctor shall have the right, at its sole discretion, to repair Customer's appliance at least three (3) times before providing any or applying any above limited warranty. Further, Customer acknowledges and accepts that Appliance Doctor's service call procedures and charges thereon, as outlined above, shall apply to any follow-up repair or warranty service repair call.

Appliance Doctor is not a factory authorized appliance service dealer. Accordingly, Appliance Doctor does not accept, honor, recognize, provide, or otherwise follow any factory provided or offered warranty. Further, Appliance Doctor is not responsible for Customer's appliance manufacturer's discontinuance of any part or item needed to repair your appliance.

**Maximum Liability Limitation:** Appliance Doctor's maximum liability shall not exceed the total cost of the services and goods rendered to Customer.

**Release of Liability and Indemnification for Any Damage, Loss, or injury to Person(s) and/or Property:** Appliance Doctor shall not be responsible for any damages, injuries, or other losses whatsoever to Customer, any other person(s), or any residence, business, or other property, or any items therein. Customer agrees at all times and to the fullest extent of the law to indemnify, defend, and hold harmless Appliance Doctor, its service representatives, officers, employees, servants, and agents from against all damages, injuries, or other losses. This release of liability and indemnification by Customer extends to all known and unknown events, risks, and hazards. The release of liability and indemnification extends to and includes any and all damages, injuries, and/or other losses caused by negligence, in whole or in part, of and by any Appliance Doctor service representative, servant, agent, and/or employee.

**Customer Satisfaction, Notice of Dispute by Customer, and Opportunity to Cure:** Appliance Doctor strives to satisfy its Customer. Customer agrees to notify Appliance Doctor in writing and within ten (10) days of completion of Appliance Doctor's work of any dissatisfaction or dispute with respect to any aspect of this agreement, including payment issues, and/or the provision of goods and services under this agreement. Appliance Doctor shall have a thirty (30) day period to cure, resolve, or otherwise address Customer's dissatisfaction or dispute. To the extent not otherwise prohibited by law, Customer's failure to notify Appliance Doctor of dissatisfaction or a dispute as above and to provide an opportunity to cure shall constitute a waiver of the Customer's right and/or ability to pursue or prosecute that matter. Customer agrees to and shall not withhold payment in the event of any dissatisfaction or dispute arising out of this agreement. Instead, in the event of dissatisfaction or a dispute, Customer agrees to and shall deposit at Customer's expense any unpaid balance in an account at a mutually agreed to bank or other financial institution, which entity will act as an escrow agent until the matter is resolved.

**Agreement to Binding Arbitration:** Customer agrees that any dispute arising out of any aspect of this agreement, which cannot be resolved between Appliance Doctor and Customer, shall be submitted to a binding arbitration for handling and resolution. The binding arbitration shall be conducted in accordance with the Commonwealth of Pennsylvania's statutory arbitration act, or the Uniform Arbitration Act at 42 Pa.C.S.A. §7301, et seq. and any amendment thereto. The cost of the binding arbitration shall be borne equally by the parties. Customer specifically acknowledges, accepts, and agrees to waive any right to a jury trial. Further, Customer shall submit and any putative or certified class action to binding arbitration.

**Termination:** Appliance Doctor maintains and reserves the right to terminate or cancel this agreement and the provision of any services or goods, in whole or part, at any time and for any reason.

**No Waiver:** Any failure on the part of Appliance Doctor to enforce or follow any aspect of this agreement, in whole or apart, is not and does not constitute a waiver of any aspect of this agreement and/or any right, relief, or remedy there under available to Appliance Doctor.

**No Oral Agreements:** It is expressly understood that all terms, agreements, and conditions relating to this agreement are only those expressed in writing herein. It is expressly understood and agreed that any oral statement(s) made by Appliance Doctor or its staff, service technicians or other agents, servants, representatives and/or employee does not modify, amend, add to, or otherwise change the terms of this agreement.

**Severance:** If any provision(s) of this agreement is/are held to be invalid, unenforceable, or illegal, it is understood and agreed that all remaining provisions of this agreement shall continue to be valid and in full force and effect.

**Applicable Law:** This agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania.

**Right to Amend:** Appliance Doctor reserves and maintains the right to amend, add to, modify, or otherwise change this agreement and any term or provision contained herein.

**Appliance Doctor Contact for Notice:** For any notification as to any dispute or other issue arising from or regarding this agreement, please contact Appliance Doctor at 1-800-842-4884 or online at [www.SickAppliance.com](http://www.SickAppliance.com).