

If you contract with Aplus Service 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 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. ***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: a \$30 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.

### **Cancellation of Service**

When scheduling service with us, we specifically take time out of 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 wait list 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 nonreturnable. A restocking fee will apply to parts that are returnable.

Not being available for the entirety of the Appointment Window scheduled/agreed to counts as a cancellation. Consequently, we reserve the right to charge an amount up to or equal to 100% of the Service Call amount for any appointment missed, canceled, or changed without 24 hours' notice or otherwise mutually agreed.

### **Service Call**

The Service Call fee includes the trip to the customers' location, the initial inspection, diagnosis, and estimate of repair. The Service Call fee DOES NOT cover any part of the repair and is NOT refundable NOR applied to the cost of a repair. Repair charges are separate from Service Call fees.

### **Diagnosis**

***Based on the customer's description of the issue,*** the Aplus Service technician will diagnose the unit and determine what repair(s) will be necessary to resolve the issue(s) reported. **Due to the complexity of many appliances, there can be additional underlying problems which cannot be determined until an “initial repair” is made.**

***If a technician cannot duplicate the customer's complaint*** on the unit, the customer will be responsible for the Service Call fee. If there is no problem present, it will be considered as a diagnosis of "No problem found" or "Operating properly". 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.

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 for paying Aplus Service their Service Call fee.

In the case where access to the unit is not provided by the customer (as described below), additional fees will apply.

### **Multiple Appliances**

Aplus Service often makes appointments for customers with multiple appliances. At Aplus Service's discretion, a discounted Service Call fee will be charged for each additional appliance when scheduled together. Other than this discounted Service Call 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 Service Call fee.

***This may only be done if their daily scheduled appointments allow for the additional time to do so.***

### **Repair Cost**

Repair charges are separate from Service Call 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.

### **Estimates**

Estimates will be valid for 7 days. The customer is responsible for reviewing the estimate with the technician. Payment of parts and labor indicates approval and complete agreement by the customer to have Aplus Services repair the appliance at the price quoted on the estimate.

### **Parts**

Aplus Service technicians have only the most commonly used parts on their truck. All other parts will need to be ordered. Parts will be ordered within 24 business hours of the initial visit. Customer can cancel part(s) ordered within the 24-hour timeframe. Customer will be responsible for parts if canceled after the 24-hour timeframe. Depending on the part availability, most parts will arrive within 2-5 business days. Specially ordered parts may take longer. Unfortunately, we

can only relay ETA information given to us by our parts distributors. Once the parts arrive, Aplus Services will contact the customer to schedule the part(s) installation.

### **Completed Repair**

The customer's signature on the completed repair invoice indicates that the appliance has been reviewed and tested by the customer and the service has been completed to their satisfaction. No refunds on completed repairs.

### **Recommendations**

Any recommendations made by our company are not mandatory, and any action taken by the customer are at the sole discretion and financial responsibility of the customer. The customer is responsible for their own decisions.

### **Payments**

Aplus Services accepts cash, check, and credit cards. Payment is due at the time of initial visit.

### **Standard Appliance Installation**

Standard Appliance Installation services and charges cover the removal of existing appliance from its place and/or installation of an appliance into the same place, **without the need to disassemble, disturb, remove, alter, or uninstall other 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. If the appliance installation requires additional services, Aplus Service 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 Aplus Service 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.

***Removal of replaced units is not part of the installation cost. If the customer wants Aplus Services to remove the appliance it will be an additional cost.***

### **Warranty**

Aplus Services offers a 30-day warranty on all parts and labor. Warranty applies to same problem. There is no warranty against additional or more extensive repairs, against other problems which may occur on the same unit (even if involving what appears to be identical symptoms), or against incidental damage. The warranty will be effective on the part installation date for a period of 30 days on both parts and labor. If the technician is dispatched on a unit warranty call and the complaint cannot be duplicated, the technician will not perform any other action, other than testing the unit. If the technician is dispatched more than two times under warranty and cannot detect an error within the unit, the customer will be held liable for a service call fee.

***Repair / Labor Warranty Shall Be Void:***

If additional outside work or inspections are performed or damage is caused by a third party.

If the customer chooses not to replace all recommended parts as diagnosed.

Installation Labor to install parts *that were diagnosed and/or provided by Customer or a third party.*

If the appliance is relocated to another premises.

**Extended/Manufacturer Warranty**

Aplus Service has no business relationship with any warranty companies. Customers who choose Aplus Services for their repair work understand they are responsible for all payments for any repairs Aplus Services provides. It is the customer's responsibility to seek any payment or reimbursement from the Warranty companies using Aplus Service's **usual and customary Invoice to the customer**. Aplus Services will have no contact with the warranty company in any form, including but not limited to phone calls, emails or provide any further invoicing.

**Intermittent Condition**

There is no labor warranty on any unit with an intermittent problem. Since the problem is not always apparent, it cannot be traced.

**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 Inspecting or Repairing Defective Appliances**

You understand there are inherent risks in such acts. There is risk of damage to the machine itself, and to the failed part(s) and/or surrounding parts. Rust, corrosion, stripped screws, intolerance of new parts in old machines and other issues caused by normal wear and tear may make usual disassembly and inspection of the appliance impossible. Seized or partially failing parts may fail completely upon disassembly, testing, or inspection. In these situations,

surrounding parts can fail or be inadvertently damaged. You promise to hold faultless, both the technician and Aplus Service, from any and every liability associated with any such damages as may occur in connection with these acts.

### **Waiver of Damages When Moving Appliance**

You understand there is inherent risk in such a movement. There is a 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 faultless, both the technician and Aplus Service from any and every liability associated with any such damage as may occur in connection with this movement.

### **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 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 the failure of the machinery to perform as intended.** Many 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 alone, and you agree to hold harmless and exempt from liability Aplus Service, and employees from all such responsibility. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

### **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 Aplus Service, and employees from 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 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 the failure of the machinery to perform as intended.** Such failures may lead to food spoilage, discomfort, and inconvenience. You agree all such risks are yours alone, and

you agree to hold harmless and exempt from liability Aplus Service, and employees from 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 cook top 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 Aplus Service explicitly refrain from accepting any responsibility for these risks. You agree all such risks are yours alone, and you agree to hold harmless and exempt from liability Aplus Service, and employees from all such responsibility. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

### **Customer Responsibilities**

Ensure an individual 18 years or older is present at the time of service.

Ensure a form of payment will be available to the technician during the scheduled visit.

For the safety of our customers and the service technicians, keep small children and pets out of the technician's work area.

Ensure the appliance is readily accessible to the technician, if you have a stackable washer and dryer dismount the unit before the technician arrives. Ex: emptying the appliance if possible

Unit must be installed.

Do not smoke cigarettes around the technicians.

### **Refusal of Services**

Aplus Services reserves the right to refuse service to a customer at the service technician's discretion. The customer will be held liable for a service fee. Service will be refused if: the customer cannot accommodate the technician, the customer is being disrespectful or belligerent, if technician feels threatened in any way or form, a customer is not properly dressed upon arrival of the technician. A customer has been, or is being, disruptive, a customer harasses the technician, when there are health and safety concerns, when a customer refuses to pay for services and/ or when a customer is intoxicated or under the influence of illegal drugs or illegal drugs are present.

By booking and scheduling a service call with Aplus Services you hereby agree to all terms of service and rules provided by Aplus Services.

## **Waiver of shoe coverings or removal of shoes while repairing an appliance in your home.**

Asking our technicians to remove their shoes, or use of shoe covers, while working in your home poses a significant risk for slip/fall, puncture or electrocution injuries. Many surfaces can become extremely slippery, such as CERAMIC TILE, WOOD/LAMINATE, and VINYL, especially when wet. Appliances that must be moved during repair can reveal dangers such as broken glass or grease buildup. Work involving water leaks, or wet floors, and electrical appliances poses an inherent risk of electrocution. All our technicians are REQUIRED, for their protection, to wear rubber-sole shoes at all times while on the job, and a request to remove/cover shoes can put them at greater danger for injury. Thank you for your understanding and support in keeping our team safe while in your home!

**If you are still requesting our technician remove or cover his footwear while inside your home, you do so with the understanding that any injury resulting from this request will be the responsibility of the home owner and any necessary claims will be filed with their homeowners insurance company**