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Bell's Appliance Service, Inc.

Bell's Extended Warranty Program

The Bell's Extended Warranty Program (BEWP) is an annual service agreement, wherein Bell's Appliance Service, Inc. (BASI) will repair, reimburse, or replace covered household appliances following the Terms and Conditions (T&C) of this Agreement.

This Agreement for services is made effective when the first installment or full payment is received by Bell's Appliance Service, Inc. (the "Provider") from you, the Recipient, and will remain effective for a minimum of one (1) calendar year from the effective date.

1. DESCRIPTION OF BEWP. Bell's Appliance Service, Inc. will provide extended warranty coverage outlining the following coverage of products and services (collectively, the "Products and Services"):

1. Provider shall:
 - a. The Provider will repair, reimburse, or replace the below listed covered appliances that have mechanical and/or electrical failures due to normal use. The appliances must be installed per manufacturer specifications and state code, accessible, and in good working condition prior to this agreement.
 - b. Each Agreement applies to one (1) residential property, if multiple properties are needing coverage, a separate BEPW must be established.
2. Covered appliances under BEWP:
 - a. Primary refrigerators, primary range or cooktop, primary wall oven, primary dishwashers, primary built-in and OTR microwaves and/or exhaust hood, primary clothes washer, primary clothes dryer, deep freezer, ice machine.
 - i. Primary is defined as appliances located in the main kitchen and/or main laundry room.
3. The Provider may complete repairs with OEM, after-market, and refurbished parts.
4. Replacement appliances are provided for products less than 6 years old. The replacement will be the same or similar in nature (brand, model, color, style, and features will be comparable to the existing product).
 - a. The Provider may replace with new, refurbished, or factory remanufactured appliances.
 - i. Replacement cost shall not exceed \$2000.
 - ii. If the age of the appliance cannot be verified by the model and/or serial number, receipt from purchase, or similar documentation the age assessment will be at the sole discretion of BASI.
 - b. Upgraded options are available to the Recipient, Recipient must pay the cost difference of the upgrade to the Provider.
 - c. Repair versus replacement is at the sole discretion of the Provider.
 - d. The Recipient must allow the Provider to haul away the existing appliance.
5. Appliance reimbursement for products 6 years old, but less than 12 years old will be at 50% of the new value of a comparable model. Appliances 12 years old and over will be at 25% of the new value of a comparable model.
 - a. Reimbursement shall not exceed \$1000.
 - b. Comparable is defined as a similar appliance (brand, model, color, style, and features).
 - c. Reimbursement versus replacement is at the sole discretion of BASI and its representatives.
 - d. The Recipient must allow the Provider to haul away the existing appliance.

- e. If the age of the appliance cannot be verified by the model and/or serial number, receipt from purchase, or similar documentation the age assessment will be at the sole discretion of BASI.
6. Non-Covered Appliances under BEWP:
 - a. Appliances not located in the primary kitchen or laundry room, excluding deep freezer.
 - b. Secondary refrigerators, garbage disposal, water heaters, commercial rated appliances, built-in beverage/food centers and similar units, countertop microwaves, trash compactors.
 - c. Determination of non-covered appliances based on the above list is at the sole discretion of BASI and its representatives.
7. Respond rapidly when notified by the Recipient (within 2 business days from initial contact).
8. One (1) year repair warranty
 - a. BEWP agreement must be in good standing and not in Default (see section "5")
9. Meet and exceed all industry standards.
10. Complete repairs, reimbursement, or replacements within 21 calendar days from initial contact from the Recipient.
11. Non-covered repairs under BEWP:
 - a. The Provider will not cover any repairs associated with misuse, vandalism, abuse, power surges, pest infestation, cosmetic (rust, peeling paint, discoloration), broken glass, cracked or chipped thermal shell, improper maintenance, or any acts of nature.
 - b. The Provider has the sole discretion to determine if repair is not covered.
12. BEWP does not supersede any other warranties. (Manufacturer, Extended, and/or Home warranties)
13. Recipient may add maintenance

2. PAYMENT. Initial payment shall be made to the Provider in the total amount of \$79.90 (+tax) upon execution of this agreement, followed by regular monthly payments of \$39.95 (+tax) due on the anniversary date of every month thereafter.

1. A waiting period of 30 days will apply after 1st installment payment.
2. The Recipient is subject to a \$99 deductible for each appliance claim submission (repair, reimbursement, and replacement).
3. The Recipients shall provide a credit card to be stored and charged monthly to cover monthly premium payments.
4. The Recipient may pay the entire program premium in advance totaling \$479.
5. BEWP deposits and premiums are non-refundable after the initial 30 day waiting period.

3. TERM. The BEWP agreement will renew automatically unless a thirty (30) day written notice is submitted to the Provider.

1. If the Recipient wishes to terminate this agreement prior to one(1) year from the effective date, a cancellation fee of 75% of the remaining balance will be charged to the credit card provided after receiving a thirty (30) day written notice of cancellation.
2. The BEPW will remain effective for thirty (30) days after the Provider receives the written notice of cancellation.
3. Upon the BEWP termination the Recipient acknowledges that any repairs will no longer be warrantied.
4. BEWP deposits and premiums are non-refundable after the initial 30 day waiting period.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Recipient to the Work Product.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under the BEWP.

1. The failure to make a required payment when due.
2. The insolvency or bankruptcy of either party
3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for, or by any creditor or government agency.
4. The failure to make available or deliver the Services in the time and manner provided for in this contract.

6. ATTORNEYS' FEES AND COLLECTION COSTS. If there is a dispute relating to any provisions in the BEWP, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of the BEWP (including without limitation the failure to make a

monetary payment when due), the other party may terminate the BEWP by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of the BEWP.

8. FORCE MAJEURE. If performance of the BEWP or any obligation under the BEWP is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantines or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officer, agent, or affiliates.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to the BEWP through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to the BEWP will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ENTIRE AGREEMENT. The BEWP contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of the BEWP. The BEWP supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of the BEWP is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the BEWP is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. The BEWP may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of North Carolina.

14. NOTICE. Any notice or communication required or permitted under the BEWP shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of the BEWP shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. ATTORNEY'S FEES OF PREVAILING PARTY. In any action arising hereunder or separate action pertaining to the validity of the BEWP, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer the BEWP without the prior written consent of the non-assigning party, whose approval shall not be unreasonably withheld.