

Terms & Conditions

Please read this document carefully as it will tell you everything you need to know about the terms and conditions.

- a) If you would like to book a technician to visit your home or business appliance using our online system, by phone or third-party vendor, you will need to agree to the terms and conditions below.

I. Customer Information Provided

- a) Please ensure that the information you submit on our online system, or any method used as mentioned is correct. Should the address, appliance, or fault details be incorrect, we reserve the right to charge you for the service technicians call-out and/or to not to carry out a repair.
- b) Please note we need the exact details of your appliance as a pre-requisite to carry out the repair and select the correct replacement spare parts if required. The details we require are the appliance's full model number and serial number. These can usually be found on the rating plate of the appliance usually visible from the front of the machine or etched onto the door or on the edge or back of the door.

II. Appointment Dates and Times

- a) All service technician appointment dates and times are subject to availability. We may contact you and offer an alternative date or time should the need arise. By using this online website, phone call or third-party vendor, and arranging a diagnostic visit, you have agreed to be present at the selected time and date. If you are not available for any reason, please call 1-561-786-9446 as soon as possible to rearrange the visit. If you are not at home when the service technician visits at the agreed time, we will charge you for the service call.

III. What is/is not Covered?

If you choose to have the appliance repaired the price we quote includes the service technicians' labor and the part (s) price. Where additional parts are required in order to carry out the repair, we will give you a quote for these parts. The price we quote does not include the following: (i) getting to your appliance (additional materials and labor); (ii) any costs associated with making-good or redecorating, or (iii) additional work required to gain access to your appliance due to a non-standard installation. You will be responsible for this unless we have been negligent.

- a) Empire Appliance Repair reserves the right to make void any warranty upon the end user or unauthorized person or agent, removing or tampering with any parts fitted to the appliance by Empire Appliance Repair during the warranty period. Any parts supplied by Empire Appliance Repair shall remain the property of Empire Appliance Repair. Ownership of any parts supplied will only transfer upon cleared funds.

- b) Bulbs, refrigerant or any parts deemed consumable items are not covered under no warranty or offered in relation to these items.
- c) Clearing of pumps or damage caused to pumps or filters caused by foreign objects i.e. coins, keys, buttons or similar will result in a chargeable repair.
- d) Any repair which involved the cleaning of refrigeration drainage channels or hole will not carry any form of warranty unless the fault reoccurs within 7 days.
- e) Door hinges of all types and door seals are covered against manufacturing defects for a period of 12 months, should any damage be caused by neglect, misuse or abuse i.e. bending straining, tearing or forcing, damage caused by this kind of influence will void any warranty of the damaged part resulting in a fully chargeable repair / service visit.
- f) Empire Appliance Repair shall not be responsible for food loss or laundry cleaning costs due to a defective replacement part under the warranty period. However, this part will be replaced free of charge under the terms and conditions.

We will not carry out a repair to your appliance if: (i) parts are unavailable; (ii) your appliance is not, in our reasonable opinion, capable of being repaired; (iii) your appliance is, in our reasonable opinion, beyond economical repair; (iv) where there is no fault found with your appliance; or (v) where, in our opinion, your appliance is not reasonable accessible due to manner of its installation. In these instances, you will still have to pay the charge for the service technicians service call.

IV. Under Guarantee Repairs

- a) If your product came with a manufacturer's guarantee which means that your repair costs may be covered. Full terms and conditions can be found at the manufacture's website or handbook. By agreeing to these terms and conditions you are also agreeing to our guarantee terms and conditions. If your appliance is under guarantee, please have your proof of purchase or repair available when the service technician visits. If you have moved into a new build home and do not have any proof of purchase for your appliance, please show the original invoice to that address.
- b) If a repair or replacement takes place under guarantee, the guarantee does not restart. The proof of purchase date remains the start date of the guarantee period. The guarantee period for spare parts fitted within the guarantee period of the appliance ends with the expiration of the warranty on the appliance as a whole.
- c) Please note that the guarantee covers appliances used for normal domestic purposes only and used in accordance with the operating installation and maintenance instructions. We also reserve the right to invalidate the warranty.

V. Insurance policies / extended warranty plans

- a) Repair costs can be covered by insurance policies or protection plans. If you have such a policy, please read this section. If your appliance is covered by an insurance policy, extended warranty, please have your proof of cover documents available when the technician visits. Please note that if your insurance company or extended warranty company refuses to pay for the repair, you will be charged. Empire Appliance Repair reserves the right to accept or provide a service for any warranty company if there is not

an existing contract. Companies may insist that you get an authorization number from them before a repair is carried out. If this is the case with your company, then you must obtain this authorization number and have it available when the technician visits, otherwise you will be charged on completion of the repair.

VI. Out of Guarantee Repairs and other Chargeable Repairs

- a) If the appliance is out of guarantee or warranty, the repair will be chargeable. Even if the appliance is under guarantee, we may still charge for the repair. By agreeing to these terms and conditions you are also agreeing to the terms and conditions of the guarantee.

VII. Future faults

- a) After a repair our chargeable work and the parts used are guaranteed for 30 days and the labor charges for 30 days unless an extended warranty is purchase. All claim requests must fall under defective labor and/or parts. Service plan holders have a one year warranty. To claim under this guarantee, please keep your invoice as proof of purchase so that you can claim under this guarantee and give the invoice number to Customer Service.
- b) When you book a new visit (our telephone number is 1-561-786-9446). The service technician will also need to see the invoice at the start of the visit. The guarantee period for spare parts fitted within the guarantee period of the appliance ends with the expiration of the warranty on the appliance as a whole. These guarantees do not affect your statutory rights in relation to the quality and description of materials and services. You can contact your local trading standards authority if you need more information about your statutory rights.
- c) Please note that a breakdown of the machine in the future which shows similar symptoms covered by the initial repair may be due to another fault or a different component. The service technician will be able to determine if this is the case.

VIII. Notice of your right to Cancel

- a) You are entitled to cancel this agreement. If you wish to cancel you must call or do so in writing and deliver it personally or send it (which may be by email) to the address located on the invoice within 1 calendar day of the date of your booking. Your notice to cancel will have been taken to have been received as soon as you post or send it to us, or in the case of e-mail from the date it is sent to us. Please note that you will be required to pay for any goods or services we provide to you if you ask us to start work before the end of your cancellation period. If you cancel a booking and you have made any payment we will refund these amounts to you.

IX. Contact Information

Empire Appliance Repair
2500 Quantum Lakes Drive, Suite 203
Boynton Beach, Florida 33426

Our EPA number is 8506DED24C3E57180.

- a) If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 1-561-786-9446 or by e-mailing us at info@empireapprepair.com
- b) If you wish to contact Us in writing, or if any clause in these terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by post to Empire Appliance Repair at info@empireapprepair.com or to are Empire Appliance Repair, 2500 Quantum Lakes Dr. Suite 203, Boynton Beach Florida 33426. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address you provided to us.

X. How we may use your information

- a) We will use the personal information you provide to us to: (a) provide the Parts and/or Services; (b) process your payment for such Parts and/or Services; and (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us (d) testimonial purposes.
- b) If financing, you agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- c) We will not give your personal data to any other third party.

XI. If there is a problem with the services

- a) In the unlikely event that there is any defect with the Parts or Services: (a) please contact us and tell us as soon as reasonably possible; and (b) please give us a reasonable opportunity to repair or fix any defect. You will not have to pay for us to repair or fix a defect with the Parts or Services provided under the terms of our agreement.
- b) As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Trade Standards office. Nothing in this agreement will affect these legal rights.

XII. Price and payment

- a) Payment is due at the completion of the service technicians visit or the completion of the repair, whichever is later. We accept cash, check (supported by a valid check guarantee card), Visa Debit, Visa Credit, MasterCard and debit cards. The company reserves the right to charge an additional 3% of the invoice value to cover credit card processing charges. The following cards are not accepted: American Express.
- b) If you cancel this agreement and we have already started work on your order/service by that time, you will pay us any costs we reasonably incurred in starting to fulfil this agreement, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. Unfortunately, if you cancel this agreement and we have already dispatched

your Parts to you, we will not be able to cancel this agreement until it is delivered. In this case, if you return the Parts to us, we will have to charge you the cost of collection or you will have to pay the cost of returning the Parts back to us. This will not affect your refund for the Partss, but any charge for collection will be deducted from the refund that is due to you.

- c) If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- d) However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 26 will not apply for the period of the dispute.

XIII. Our liability to you

- a) If we fail to comply with this agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- b) If we are installing the Parts and/or providing Services in your property, we will make good any damage to your property caused by us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover prior or during installation and/or performance by us. We will be as careful as possible when moving your appliance if needed to effect a repair, however will not be responsible for any damage caused to floor coverings, worktops, units or cupboard doors should they need to be removed to gain access to the machine. Should the appliance not be accessible or indeed not have been fitted in accordance with the manufactures installation instructions we shall progress no further unless instructed by yourself and that you agree that any damage that may be caused is your responsibility.
- c) We only supply the Parts and/or Services for domestic and private use (Specific commercial). You agree not to use the Partss and/or Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity unless the property is a legal place of business.
- d) We do not exclude or limit in any way our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (iv) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and (v) defective products under the Consumer Protection Act 1987.

XIV. Events outside our Control

- a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by an Event Outside our Control. An Event Outside our Control means any act or event beyond our reasonable control.
- b) If an Event Outside our Control takes place that affects the performance of our obligations under this agreement: (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations under this agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside our Control is over. Where the Event Outside our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the event outside our Control is over.
- c) You may cancel the contract if an Event Outside our Control takes place and you no longer wish us to provide the Parts and/or Services. Please see your cancellation rights under clause 15.

XV. Other important terms

- a) We reserve the right to change the terms and conditions of this service, at any time, without prior notice.
- b) We may transfer our rights and obligations under this agreement to another organization, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this agreement.
- c) This contract is between you and us. No other person unless instructed by Empire Appliance Repair shall have any rights to enforce any of its terms.
- d) Each of the paragraphs of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- e) If we fail to insist that you perform any of your obligations under this agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- f) This agreement is governed by Florida law. You and we both agree to submit to the non-exclusive jurisdiction of the Florida courts.