

Big Z Appliance Repair LLC General Terms and Conditions of Service

If you contract with Big Z Appliance Repair LLC , d/b/a Big Z Repair 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 part 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. Allowing our technician to commence service constitutes acceptance of all terms and conditions detailed herein.

NON-REFUNDABLE DIAGNOSTIC FEE

We charge a non-refundable service fee (the “Diagnostic Fee”) for all non-warranty visits to Customer’s residence or business. The service call fee is due at the time of the service call. The Diagnostic Fee will be quoted to you prior to our visit. The fee covers costs incurred by us for travel and the performance of diagnostic services by a trained Big Z Appliance Repair LLC technician. By accepting the Service Order, you acknowledge and agree to a) to pay the Diagnostic Fee in full whether Big Z Appliance Repair LLC performs recommended repairs or not; and b) that the Diagnostic Fee will be credited toward the cost to repair in the event that Customer agrees to have Big Z Appliance Repair LLC perform the recommended repair or replacement. We will waive the fee for the service call if you agree to have Big Z Appliance do the repair within the time limit described below, which leaves you with only the cost of parts and labor remaining. After the technician gives the estimate, you can request to have 7 days to decide if you would like to go forward with the repair. If you decide to do the repair within 7 days, we will apply the service call fee towards the cost of the repair. After the 7th day, we can no longer apply the service call fee towards the cost of the repair. Estimate is valid for 30 days from the date of the initial service.

ESTIMATE

The estimate section of the Service Order summarizes the costs for the parts and service we estimate are required to repair your appliance(s) (the “Price Quote”). By accepting the Service Order, you acknowledge that you agree to the terms of the Price Quote and the agreed upon scope of work. If applicable, sales tax is included in the Price Quote.

PAYMENT TERMS AND COLLECTION COSTS

Payment is due and will be collected upon completion of the services unless we agree otherwise specifically in writing. Payment may be made by check or credit card. Any dishonored check or bank draft will be charged a processing fee of \$25.00. You agree to pay all expenses incurred by Big Z Appliance Repair LLC for the collection of any unpaid amounts including, but not limited to all attorney’s fees, filing fees and costs. Past due amounts shall bear interest at the annual rate of 18%, or the maximum otherwise allowed by law, whichever is less.

LIMITED WARRANTY

For repairs, parts and service provided by us, we warrant to you that the repairs, parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is thirty (30) days from as applicable (i) the date of your receipt of the part, or (ii) the date of repair or service. If during this thirty-day period you discover a defect in the repairs, parts or service you must promptly notify us in writing. Big Z Appliance Repair LLC’s obligation for defective parts and/or workmanship, and Customer’s exclusive remedy, shall be limited, at Big Z Appliance Repair LLC’s option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said the service and parts. All warranty claims are subject to inspection and approval by Big Z Appliance Repair LLC.

The foregoing warranties do not apply in any manner to the following: a) repair or replacement of any appliances used for any commercial or industrial application; b) cosmetic or non-functional parts, including but not limited to glass, trim, knobs, panels, racks, tanks, tubs, baskets, structural parts, doors, door liners and shelves; c) plumbing supply water lines to any appliance, whether replaced or recommended for replacement by Big Z Appliance Repair LLC; d) repair of any appliance that has been moved from the location at which it was originally repaired or installed by Big Z Appliance Repair LLC; or e) repairs on appliances for which parts are no longer available from the original manufacturer. Additionally, Big Z Appliance Repair LLC shall be under no legal obligation to honor any warranty set forth herein unless Customer has paid all amounts owed under the applicable Price Quote.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES EXTEND ONLY TO CUSTOMER.

Limitation of Damages

BIG Z APPLIANCE REPAIR LLC SHALL NOT BE RESPONSIBLE FOR ANY special, incidental, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY IN CONNECTION WITH THIS AGREEMENT. BIG Z APPLIANCE REPAIR LLC liability for damages is limited to the amount actually paid by the customer. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

ENTIRE AGREEMENT

These General Terms and Conditions of Service and each Service Order constitute the complete agreement (“Agreement”) between Big Z Appliance Repair LLC and Customer and supersede all prior or contemporaneous agreements or representations, written or oral.

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. We only provide services under these waivers and our price is based on the customer accepting our waivers. By requesting that we perform the work, you are accepting our waivers. If one or part of these waivers is found to not be enforceable that will not prevent the remaining waivers from being enforced.

Waiver of Damages When Moving Appliance

You understand there is inherent risk in when moving appliances. There is risk of damage to the machine itself, and to areas surrounding its installation, including but not limited to flooring, cabinetry and counter tops. You acknowledge the technician is not required to move the appliance. In exchange for his willingness to do so, you promise to hold harmless both the technician and Big Z Appliance Repair LLC 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. Excepting for cases of gross, clearly proven, and explicitly identifiable negligence by the technician, you promise to hold harmless both the technician and Big Z Appliance Repair LLC, 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 Equipment

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 risks. Diagnoses are not always straightforward, and, even when carefully performed, repair this equipment 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, Big Z Appliance Repair LLC 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 Big Z Appliance Repair LLC , it’s 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 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 Big Z Appliance Repair LLC 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 Big Z Appliance Repair LLC , it’s 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.