

APPLIANCE SERVICE PLANS – TERMS AND CONDITIONS

COVERAGE DETAILS

Notwithstanding any provision in these Terms and Conditions to the contrary, ARNTEX, LLC DBA Appliance Repair of North Texas may in its sole discretion, upon 30 days' written notice, modify these Terms and Conditions or terminate its Appliance Service Plans, in whole or in part, including this contract. If ARNTEX, LLC DBA Appliance Repair of North Texas terminates its Appliance Service Plans you will receive a pro-rata refund of any pre-paid amounts. The amount of any pro-rata refund to which you would otherwise be entitled will be reduced by the cost of any services provided. If you pay monthly, future monthly payment obligations will cease at termination.

This program applies to certain residential grade appliances and equipment. Prices apply to single units per household, if you have multiple appliances of one type each appliance must be covered.

Whether you prepay or pay in installments, you are purchasing the contract for one full year that you can terminate under certain circumstances. The installment price quoted is a monthly rate paid for 12 consecutive months. You can terminate the contract during the initial year if you move to a different dwelling or if you move into another area served by this program, you may take your contract with you. This contract is personal to you and shall not be assigned by you. Any such attempted assignment will be void. If you desire to terminate service during the initial year, and if you have had no service under this program, your installment payments would cease after cancellation notice has been received by ARNTEX, LLC DBA Appliance Repair of North Texas if you prepaid annually, you will receive a pro-rata refund after the initial waiting period has expired. If you have had service under this program during the initial year, you will be responsible for the cost of that service or the remaining installments due, whichever is less; if you prepaid annually, the amount of any pro-rata refund to which you would otherwise be entitled will be reduced by the cost of services provided. There are no refunds for your enrollment prior to cancellation.

To ensure continued coverage, ARNTEX, LLC DBA Appliance Repair of North Texas will automatically renew the contract for another 12 months each year unless the contract is terminated by either party giving 30 days' notice to the other prior to the expiration of the contract period. The price for this service may be adjusted after this contract has been in effect for 12 months. Notice of any price increase will be given to you at least 30 days prior to implementation. You may terminate coverage by giving notice to us at any time prior to the effective date of the increase.

If you choose to alter your plan in any way your 12-month contract will start over. Examples include adding additional appliances and/or upgrading to a higher tier coverage plan.

All equipment covered by this contract must be in good operating condition, fully functional and free of pre-existing conditions at the time you enroll in the program. ARNTEX, LLC DBA Appliance Repair of North Texas reserves the right to perform an on-site inspection of the equipment. All equipment must meet the manufacturer's installation specifications, all applicable codes and be reasonably clean and safely accessible at the time service is performed. No services will be performed in areas where hazardous materials, conditions or situations exist until the hazards have been eliminated by the customer at the customer's expense. ARNTEX, LLC DBA Appliance Repair of North Texas reserves the right to use other than original equipment manufacturer parts and the choice of parts to be used is at our discretion.

ARNTEX, LLC DBA Appliance Repair of North Texas shall not be responsible for charges for service or parts you have others provide without prior authorization from ARNTEX, LLC DBA Appliance Repair of North Texas.

ARNTEX, LLC DBA Appliance Repair of North Texas may, at our discretion, use qualified contractors to fulfill all or any part of our obligations under the terms of this contract.

Your coverage will remain in effect only by keeping your payments up to date. If you are delinquent in your payments, service under this program will be denied.

ARNTEX, LLC DBA Appliance Repair of North Texas shall not be deemed to have breached any provision of this contract because of any delay, failure in performance or interruption of performance resulting directly or indirectly from acts of God, strikes or other labor disputes, fires, inclement weather, or any other circumstances beyond Consumers Energy's reasonable control. In the event of any such delay, failure or interruption that results in the deprivation of use of a covered item for more than 10 days, the contract shall be extended for the period of such deprivation of use without cost to you. ARNTEX, LLC DBA Appliance Repair of North Texas will not be responsible for damages caused by delays, failure of service, unavailability of parts, labor difficulties or other conditions beyond the control of ARNTEX, LLC DBA Appliance Repair of North Texas.

Appliances being mechanical in nature do wear out. We will determine the current market value of the appliance using a depreciation table (a copy of which will be provided upon request). If the cost to repair is more than two times the current market value of the appliance, we reserve the right not to repair the appliance and recommend replacement at your expense. This provision does not apply to covered repairs on heating/cooling equipment and water heaters.

LIMITATION OF LIABILITIES

In the event of any defects in parts, materials or service provided hereunder, our only responsibility and your sole remedy shall be that on your request during the term of this contract, we will repair or replace the defective part, material or service in accordance with the provisions of this contract ARNTEX, LLC DBA Appliance Repair of North Texas is not responsible for appliance/equipment replacement cost despite good faith efforts to repair.

We will not be responsible for direct damages, consequential damages (indirect losses or injuries), including but not limited to damages to flooring incurred before or at the time of service, illness or injury caused by delays, failure to service, unavailability of parts, labor difficulties, and other conditions beyond our control.

SERVICE/PARTS NOT COVERED

The contract does not cover any labor, material and parts required as the result of abuse, vandalism, fire, freezing, acts of God, energy or water supply outages, power surges, equipment operated on portable generators, flooding, water damage, or attempted repairs by persons other than ARNTEX, LLC DBA Appliance Repair of North Texas authorized personnel or any other abnormal conditions.

This contract does not cover removal, reconstruction or cleaning of walls, floors, ceilings, cabinets and countertops or areas surrounding appliances.

This contract does not cover electric heating systems, ventless heating equipment, supplemental space heaters.

The contract does not cover labor and materials for repair or replacement of these parts:

Heating/Cooling Equipment: air filter, air cleaner, duct work, heat exchanger, humidifier filters, service switch, vent damper;

Boilers: drain valve, leak repair of non-covered components, radiator, system antifreeze, radiator piping, sight glass;

Air Conditioner/Heat Pump: sealed systems compressors, condensers, drain pan, electric disconnects, evaporators;

Water Heater: anode rod, drain valve, water tank;

Clothes Dryer: drum, venting;

Range: all parts;

Refrigerator/Stand-Alone Freezer: audio and video components, evaporator coils, door assembly, door gaskets, door liner, drain pan, compressors, condensers (other than cleaning), refrigerant charging, shelves;

Clothes Washer: combination tub and bearing assembly, inner and outer tub, transmission;

Dishwasher: dish racks, door liner, dishwasher tub, water supply lines;

Microwave: door glass, door frames, glass tray, filters, interior linings, meat probe assemblies;

Garbage Disposal: all materials or parts;

Gas Fireplace: fireplace doors, logs, heat exchangers, media glass, remote controls (operator or controller), remote shut off valve, ventless gas log fireplace;

Miscellaneous: appliance cabinets, devices added to original equipment, doors, door glass, trim, hoses, house wiring, insulation, panels and missing parts, piping and fittings (water, fuel lines, combustion and exhaust venting), shelf and drawer including mounting hardware. The contract does not cover labor and materials for general maintenance activities including cleaning and sealed system leak repair. Appliance disconnection and installation are also not covered.

EXCEPT FOR WARRANTIES AND REPRESENTATIONS SPECIFICALLY AGREED TO UNDER THESE TERMS AND CONDITIONS, CONSUMERS ENERGY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICE TO BE PROVIDED UNDER THIS AGREEMENT. CONSUMERS ENERGY AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE GAS PIPING OR CONNECTORS AND THEREFORE THIS CONTRACT IS NOT A WARRANTY, GUARANTEE OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE INTERIOR GAS PIPING OR CONNECTORS REPLACED BY CONSUMERS ENERGY AND NO SUCH WARRANTY SHOULD BE IMPLIED FROM THIS CONTRACT.

COVERED SERVICE PARTS ARNTEX, LLC DBA Appliance Repair of North Texas' Appliance Service Plans coverage includes labor and parts not excluded under the Terms and Conditions on the items you have covered under your Plan and are subject to the adequate accessibility of the units being serviced as well as an agreement by the customer to properly maintain and use the appliances as directed by the manufacturer.