



SERVICE CONTRACT TERMS AND CONDITIONS

These terms and conditions (“**Terms and Conditions**”), the sales invoice and/or receipt for Your Product, and the attached Certificate of Coverage (“**Certificate**”) set forth the entire “**Service Contract**” between Us and You with respect to the subject matter hereof. No other representation, promise or condition shall modify this Service Contract.

“**We**”, “**Us**”, “**Our**” or the “**Obligor**” (regardless of capitalization), throughout this Service Contract, refer to Electrolux Canada Corp. Our address is 5855 Terry Fox Way, Mississauga, ON L5V 3E4 Canada. We, as the Obligor, are contractually obligated to provide the purchaser (“**You**”, “**Your**” or “**Contract holder**”, regardless of capitalization) of the product described in the Certificate (the “**Product**” or “**Covered Product**”) Service under this Service Contract, where in accordance with and as allowed by provincial or territorial law, as applicable, during the period from the Effective Date to the Expiration Date (the “**Term**”).

HOW TO OBTAIN SERVICE:

Call 1-800-265-8352 to request Service. Service may only be performed by a repair technician authorized and designated by the Obligor (an “**Authorized Service Technician**”) to render Service for Your Claim. Instead of directly dispatching an Authorized Service Technician, the Obligor (in its sole discretion) may issue You a pre-authorization number for Service and provide the name of the nearest available Authorized Service Technician, in which case You will inform the Authorized Service Technician of Your Certificate/Service Contract Number and pre-authorization number when You schedule Service.

WHAT IS COVERED:

During the Term, we will provide without charge, the service calls and labor required to repair operational or mechanical breakdowns of the Product (“**Service**” and, depending upon the context, regardless of capitalization) provided such Service is necessitated by Product failure during normal usage and subject to all other Terms and Conditions of this Service Contract (a “**Claim**” regardless of capitalization). Such labor includes lubrication, adjustment, repair or replacement of functional parts (except light bulbs) provided that the Product has been installed and operated in accordance with the manufacturer's

instructions and is made readily accessible for Service. We will replace without charge, functional parts of the Product (except light bulbs) which fail to function in accordance with the manufacturer's instructions and specifications under normal usage, provided such replacements are determined by Us to be necessary. Coverage does not apply to the accessories that are used in conjunction with or to enhance the performance of the Product.

If You request Service for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the Authorized Service Technician, You must call to cancel the appointment in advance of the agreed upon time of Service or You will be responsible for paying for the second trip for the rescheduled Service. This Service Contract must be paid in full prior to any Service being rendered.

AVAILABILITY OF SERVICE:

Services due under this Extended Service Agreement shall be available and rendered during regular working hours of the Authorized Service Technician.

PRODUCT REPLACEMENT:

To the fullest extent permitted under applicable law, our limit of liability is the actual cash value of the Product in operating condition at the time of the Claim. We determine actual cash value based on factors such as the cost of replacement less any depreciation. Depreciation is assessed based on the condition of the Product immediately before the failure occurred and the normal product life expectancy. At Our complete discretion, We may opt to replace Your Product with a new or refurbished product with similar features and functionality (though not necessarily the same brand, fit or finish). Technological advancements may result in a replacement product with a lower selling price than the Product. If We replace the Product after expiry of the manufacturer's warranty, and during the Term, then Our obligations under this Service Contract will immediately be deemed fulfilled and this Service Contract will end on the date of replacement.

PARTS:

Parts used to repair the Product will be genuine replacement parts whenever possible, designed to work with the Product. However, at Our option, We may use refurbished parts that perform to the factory specifications of the Product. If We determine that We are unable to repair the Product due to the unavailability of functional parts, We will, at Our

option, either replace the Product with a product with equivalent specifications or provide a monetary settlement, as described in the CLAIMS LIMITATION section below. In all cases where parts are on an extended backorder for a minimum of sixty (60) days, We will determine if a reimbursement or replacement will be made.

FOOD SPOILAGE:

In the event of a Claim for Your refrigerator or freezer that results in a prolonged and continuous outage of 12 hours or more for refrigerated food and 24 hours or more for frozen foods, You are eligible to receive reimbursement for the replacement of incidental spoiled food up to \$250 CAD during the Term of this Service Contract. *NOTICE: You will be required to submit proof of purchase (sales receipt/invoice) of the replacement items to the Obligor in order to receive this reimbursement.*

RENEWAL:

This Service Contract is renewable at the sole discretion and option of the Obligor. In most cases, renewal is available through the 10th year of the life of the Product. However, such renewal may not be available for such periods. The cost to You of renewing this Service Contract is subject to change due to the age of the Product and current Service costs. Therefore, the cost of renewing this Service Contract may vary from year to year.

LIMITATIONS OF COVERAGE – THIS SERVICE CONTRACT DOES NOT COVER:

- (a) Service required as a result of any alteration of the Product, or repair made by anyone other than an Authorized Service Technician.
- (b) Service or replacements made necessary by any cause beyond the control of the Obligor including without limitation, fire, theft, acts of god, negligence, misuse, abuse, operator negligence, the failure to maintain the Product according to the owner's guide, vandalism, flood, wind, freezing, power failure, improper gas, electrical, or water connections, acts of war, power failure, or shortage, or any other cause originating outside of the Product.
- (c) Service necessary because of improper storage or ventilation, including failure to place the Product in an area that complies with the manufacturer's published space or

environmental requirements.

- (d) Any installation that prevents normal Service, including inaccessible Products or parts.
- (e) Products used in recreational vehicles or in industrial or commercial settings, defined as anything other than a single family dwelling. Single family dwellings include: houses, townhouses, manufactured or modular housing, condominiums, duplexes and apartments. For the avoidance of doubt, this Service Contract applies only to appliances used in single family, non-commercial use.
- (f) Cosmetic damage such as, but not limited to, scratches, dents, rust or stains. Nonfunctional parts such as, but not limited to, plastics, internal and external finishes including porcelain enamel, knobs and dials. Expendable or lost items. Consumable items, defined as any part that is designed to be consumed (wear out) during the life of the Product, regardless of whether it is consumer replaceable or not. Consumable items include, but are not limited to, light bulbs, air and water filters, hoses, gas, water or electrical connections.
- (g) Operational or mechanical failure covered by the manufacturer's warranty or a manufacturer's recall.
- (h) Operational or mechanical failure not reported prior to the expiration of this Service Contract.
- (i) Any Claim for Service that has not been given prior authorization by the Obligor.
- (j) Normal, periodic, or preventative maintenance, including but not limited to customer education or periodic cleaning.
- (k) Pre-existing conditions (incurred prior to the Effective Date of coverage) known to You.
- (l) Products where the attached serial number plate is removed, defaced or made illegible.
- (m) Damage resulting from unauthorized repair, or caused during delivery or removal, by improper installation or setup, or by misuse or abuse whether willful or not.

- (n) **Consequential or incidental damage (including, where applicable, food loss, loss of income, utility bills, additional living expenses, personal and/or property damage, the restoration or repair of walls, ceiling, flooring, cabinets, countertops or painting) due to Product failure or due to delay or failure in furnishing parts or Services for any reason beyond Our control, including without limitation, strikes or other labor shortages, acts of god, failure of transportation, inability to secure fuel, goods, supplies or power at current prices or on account of shortages thereof.**
- (o) **Products over ten (10) years of age.**
- (p) **To the extent permitted by law, Products for which You are not the original owner, including Products that have been leased to You.**

IMPORTANT:

If the serial plate attached to the Product subject to this Service Contract is removed, defaced, or in any way made illegible, this Service Contract shall be null and void, and the Obligor shall have no obligation or responsibility hereunder. No modification or change of this Service Contract or this Certificate can be made, nor can the Service Contract be transferred to any other person, except by Our written consent or as required by operation of applicable law. The Product must not be entrusted for Service under this Service Contract to anyone who does not identify himself as authorized by the Obligor to carry out the provisions of this Service Contract.

NO LEMON GUARANTEE:

During the Term of this Service Contract, when three Service repairs covered by this Service Contract, with three separate Claim numbers, have been attempted on the same part, and that same part requires a fourth repair, as determined by Us, We will, at Our option, either replace the part or the Product with a product with similar features and functionality (though not necessarily the same brand, fit or finish), or provide a cash settlement, as described in the CLAIMS LIMITATION section below. This guarantee does not include repairs made during the manufacturer's warranty period, rework/callback service required after initial installation, or during any applicable warranty period provided by the Authorized Service Technician.

CANCELLATION AND REFUND:

You may cancel this Service Contract at any time for any reason. If You cancel this Service Contract within sixty (60) days of the Purchase Date, You will receive a refund of the full Purchase Price less any Claims. If You cancel this Service Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less any Claims.

Notwithstanding the above, individuals residing in the province of Quebec have a statutory right to resolve this Service Contract within 10 days of the Purchase Date without cost or penalty.

Neither You, nor We are obligated to renew this Service Contract beyond the current Term. You may cancel this Service Contract via phone by calling 1-800-265-8352 or by sending written notice of cancellation to: Electrolux Canada Corp. 5855 Terry Fox Way, Mississauga, ON L5V 3E4 Canada.

We may cancel this Service Contract (a) for nonpayment of the Purchase Price by You; (b) for fraud or misrepresentation by You of facts material to the issuance of this Service Contract or the benefits provided hereunder; or (c) by mutual agreement between Us and You. If We cancel this Service Contract, We will provide written notice to You at least fifteen (15) days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

CLAIMS LIMITATION:

To the fullest extent permitted by applicable law and except where prohibited for individuals residing in the province of Quebec, the total Claims for Services provided under this Service Contract shall be limited to the retail price You paid for Your Product minus sales tax and delivery and installation charges. During the Term of this Service Contract, We may elect, at Our option and in lieu of performing repair Service, to either replace the Product with a new or refurbished product with similar features and functionality (though not necessarily the same brand, fit or finish) or provide a cash settlement, in either case for an amount not to exceed the retail price You paid for Your Product minus sales tax, Claims paid, and delivery and installation charges. In the event that the retail price You paid for Your Product is not



available, such limit will be, as determined by Us, the current market value of the Product or a product with equivalent specifications. In the event We buy out the Service Contract or replace the Product as set forth in this section, all contractual obligations under this Service Contract shall have been fulfilled.

GENERAL:

If any provision of this Service Contract is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Service Contract shall continue in full force and effect. No failure to exercise or waiver of any provision of this Service Contract shall be deemed a further or continuing waiver of such provision or any other provision of this Service Contract. You agree to the use of electronic signatures and documents. You agree that Your name and signature shall be affixed to this Service Contract and constitute Your electronic signatures to the same extent as if You had used Your written signature.

MODIFICATION / TRANSFER:

No modification, change or assignment of this Service Contract can be made, including for transfer of ownership of the Product, except with Our written consent, or as required by operation of applicable law.