

# WH APPLIANCE REPAIR PROGRAM-TERMS AND CONDITIONS

## **Participant accepts the following terms and conditions as an integral part of the WH Appliance Repair Program.**

The WH Appliance Repair Program (the "Program") will provide an eligible person enrolled in the Program ("Participant") with either (a) labor and the repair or replacement of certain parts, up to a maximum value of \$500, within a rolling 12 month period commencing on the date of the initial repair or replacement, for the repair of eligible appliances covered by the Program at an eligible residence; or (b) in the event the value of such repair exceeds \$500, a rebate amount towards the purchase price paid by Participant for a new replacement appliance under circumstances where the cost of repair exceeds the value of the covered appliance in a then current, assuming repaired, state and condition. The following are the Terms and Conditions generally applicable to the Program, which are subject to change and modification from time to time and effective as of each January 1. The Program is not an appliance replacement or warranty program.

**1. Eligibility:** This Program is available for coverage at one (1) single family, owner occupied, residential dwelling. Written verification of dwelling and appliance ownership by a Participant may be required. Coverage for eligible appliances is available only so long as the Participant occupies the eligible residential dwelling and is current on payments and other performance required under the Program. Program coverage is not assignable by Participants. If a Participant moves or relocates, the Program is not transferable to the new owner or the Participants new residence. WH Appliance reserves the right to withhold repairs, rebates, or other Program benefits if the electric service at the eligible residential dwelling is past due or is otherwise not in good standing.

**2. Covered Appliances:** The Program covers only one single-unit of any type of eligible appliance located within an eligible residential dwelling as of the Program enrollment date. In the case of off peak dual fuel systems, the gas furnace is considered the main or primary heating appliance. The electric portion of the heating system can be added under the optional add on coverage. Eligible appliances must meet applicable building and other code requirements, be reasonably clean, and be in good condition and operating order at the time Program coverage begins. WH Appliance Repair reserves the right to perform inspections of eligible appliances prior to the start of Program coverage and during Program coverage from time to time. By enrolling, the Participant attests that, to the best of his/her knowledge, the eligible appliances to be covered under the Program are functioning properly and are in good condition and operating order, meet all applicable residential building or other applicable codes, there are no preexisting conditions, and they were installed according to the manufacturer's specifications. To the extent any eligible appliance still has manufacturer's warranty available at the time a claim for repair/rebate arises, Participant acknowledges that failure to utilize the manufacturer's warranty in lieu of the WH Appliance Repair/rebate remedy, may void or otherwise adversely affect Participant's rights under said manufacturer's warranty and agrees to hold WH Appliance Repair harmless from any such consequence.

**3. Effective Date of Program Benefits:** Program benefits for repair of eligible appliances or rebates toward replacement of eligible appliances, as may be applicable, begins (the "Program Start Date") as of 12:01 a.m. on the 30<sup>th</sup> calendar day following the approved Program enrollment date. In the event repairs of an eligible appliance are needed upon enrollment or prior to the Program Start Date, WH Appliance Repair will provide Participant with a reasonable estimate of the required repair costs, will proceed to make the repairs, and the Participant will pay all actual labor, parts and supplies costs of such repairs within thirty (30) days of invoice from WH Appliance Repair.

**4. Duration of Program Coverage:** Enrollment in the Program requires a minimum initial term of one (1) year on all eligible appliances chosen for coverage at an eligible residential dwelling, which term commences on the Program Start Date and ends on the first annual anniversary of the Program Start Date (the "Initial Term"). In the event an eligible appliance is replaced or if an additional eligible appliance is added for Program coverage during the Initial Term, the Initial Term of the Program will be automatically extended for an additional one (1) year period starting as of the replacement date (an "Extension Term"). Unless or until canceled as permitted in Section 6 below, to assure continued coverage of eligible appliances, the Program is automatically renewed after expiration of the Initial Term or an Extension Term, as applicable, for successive auto-renewal terms of one calendar year (each a "Renewal Term"), at the Program price, terms, and conditions then in effect. The Terms and Conditions may be amended from time to time and Participant agrees to abide by the Terms and Conditions then in effect. The current Terms and Conditions are available on line at [whe.org](http://whe.org).

**5. Program Fee and Payment:** During the period of the Program term (Initial Term, Renewal Term, or Extension Term) Participant shall pay WH Appliance Repair a monthly fee for the elected Program coverage at the rates in place from time to time established by WH Appliance Repair, which rates are subject to adjustment each January 1. Participant is responsible to pay the entire Program fee for the whole Initial Term and any Extension Term regardless of cancellation or withdrawal, and for each Renewal Term until canceled. The Program fee for the Initial Term is payable in twelve (12) equal monthly installments. Program fees are payable on your due date each month during the Initial Term, any Extension Term, and each Renewal Term. Non-payment or delinquent payment of the Program fee(s) when due (i) will result in no Program coverage being available, and may, at the election of WH Appliance Repair, (ii) result in acceleration of all Program fees for an applicable term being due and payable from Participant on demand and (iii) termination of the Program for Participant by WH Appliance Repair. Late payments will bear interest at the rate of Eight Percent (8%) per annum, until paid in full.

**6. Cancellation:** The Program is non-cancelable by Participant for the Initial Term and any Extension Term. Program enrollment and coverage may be canceled by a Participant at any time after the Initial Term or any Extension Term, upon at least fifteen (15) days written or electronic notice being given to WH Appliance Repair prior to the last calendar day of a Renewal Term. Timely cancellation will be effective as of the last day of the Renewal Term during which notice was given, and if not timely, as of the last day of the next following Renewal Term.

Participant's participation in the Program is cancelable by WH Appliance Repair immediately, on written or electronic notice to Participant, during and prior to the end of the Initial Term, any Extension Term, or any Renewal Term based on reasonable cause. Participant's participation in the Program is cancelable by WH Appliance Repair, on written or electronic notice to Participant, effective as of the last day of the Initial Term, any Extension Term, or any Renewal Term, as applicable, without cause. In the event of cancellation due to reasons other than Participant's non-payment or other breach, Participant shall pay prorated Program fees through the termination effective date.

**7. Parts and Labor Coverage:** WH Appliance Repair will cause covered repairs to be made to eligible appliances by its qualified, industry trained service providers, and will pay the cost of the repair or replacement of eligible parts, up to a maximum value of \$500 within a rolling 12 month period commencing on the date of the initial repair or replacement, as procured by WH Appliance Repair. WH Appliance Repair does not cover the cost of labor or repair or replacement of non-covered parts, or for labor or parts purchased or ordered by a Participant or others without the prior consent of WH Appliance Repair.

Subject to availability of qualified service providers and parts, WH Appliance Repair will respond to requests for repairs as promptly as possible under the then existing circumstances. Emergency repair service calls for furnaces are taken 24 hours a day, 365 days a year. Non-emergency repair service calls for furnaces and repair service calls for other eligible appliances are provided Monday through Friday between 8:00 a.m. and 4:30 p.m., excluding holidays.

WH Appliance Repair reserves the right to restrict specific makes of appliances from repair benefits due to non-availability of parts. Appliances or parts determined to be obsolete by the manufacturer or distributor will not be covered. The selection of parts to be used shall be at the discretion of WH Appliance Repair. Unavailability can result from appliances or parts no longer being manufactured. The likelihood of parts being unavailable is greater with older appliances. In instances of restriction on repairs of appliance or availability of parts, the applicable appliance rebate under Section 11 below will be offered to a Participant by WH if the appliance is replaced. Service providers must have safe access to, and safe working conditions at and around the eligible appliances or service may be declined or delayed.

**8. Inspections and Preventative Maintenance:** Inspections and routine preventative maintenance services are not covered under the basic repair plan Program, but can be added for additional fees. With such additional coverage, WH Appliance Repair service providers will inspect and tune-up eligible appliances annually, repair or replace any maintenance related covered parts, and provide a standard one-inch filter, and pay the cost of up to 1 lb of refrigerant/coolant. Additional charges for non-covered parts or supplies, and attendant labor, will be paid by Participant within thirty (30) days of invoice from WH Appliance Repair.

**9. Abuse and Neglect:** The Program does not cover any materials, parts and labor required as a result of abuse, vandalism, or neglect of eligible appliances.

**10. Services/Items Not Covered Under Plan:** In addition to other items not covered under the Program, the following are also not covered by the Program, and will not be serviced or otherwise paid by WH Appliance Repair:

- Appliances over 20 years old are excluded from the program.
- Refrigerator system leaks.
- Sealed system refrigerator repairs.
- Appliance installation, disconnection, inspections and manufacturer-recommended maintenance or recalls, and removal of old appliances.
- Inspections for Realtors or certification of appliances.
- Labor and materials to repair plumbing.
- Labor and materials for correction of any problem connected directly to the air distribution system such as duct work, register faces, furnace filters, damper motors, or forced air zoned systems failure of an appliance resulting from faulty system design or faulty installation.
- Labor and materials for cleaning of boiler systems including, boiler water, pressure/water/antifreeze loss in boiler systems, draining expansion tanks, zone controls, in-floor manifolds, circulating pumps, valves, water heaters and associated piping, venting/bleeding radiators, plumbing supply problems, and leaks separate from the appliance.
- Labor and materials associated with the following window air conditioners and central air conditioning systems including, evaporator coil, condensing coil, refrigerant lines, reversing valves, hard start kits, electrical whip connections. WH Appliance Repair reserves the right to decline refrigerant charges due to Federal Regulations.
- Repairs required due to abnormal conditions, installation error, or acts of nature (such as a severe storm), fire, freezing, power or water supply outages, flooded basements.
- Damage caused by inadequate electrical wiring, circuitry, plumbing, power supply, corrosion, corrosion occurring in an atmosphere containing chlorine, or rust and any other labor or parts not shown on the coverage lists.
- Coverage is unavailable for any of the following appliances: Wolf, Asko, Beko, Fisher, Paykal, Sub Zero and Viking appliances, built-in refrigerators, commercial grade appliances, or coin operated appliances.
- Cost of food spoilage.
- All costs associated with the reclaim/recycling of refrigerants.
- All cost associated that reflect participant repairs, or by non-authorized service providers
- Labor and materials or failure of appliance cabinets, drawers, racks, panels, trim, linings, shelves, trays, rollers, frames, masks, paint, finishes, glass, insulation, cosmetic parts, air exchangers, ERV/HRV, microwave ovens, packaged/combo units, pool heaters, radiators/base board units, space heaters, household electrical hard wiring, solar systems, tankless water heaters, unit/garage heaters, whole house fans, rooftop units, equipment in unconditioned/inaccessible spaces (including attics/crawl spaces), thermostats that are designed for specific manufacturers, whole house control or zone system controls, tile flues, metal/plastic venting, humidifiers and related parts, register faces, cosmetic parts, insulation, combination gas/wood burning furnaces and outside units.

**11. Rebate in Lieu of Repairs:** WH Appliance Repair reserves, at its discretion, the right to not make repairs to an eligible appliance (if no liability to WH Appliance Repair will result from such decision) and instead offer Participant a rebate amount towards the purchase price paid by Participant for a new replacement appliance under circumstances where (a) the cost of repair, including the repair or replacement of covered parts, exceeds the fair market value of the eligible appliance in a then current, assuming repaired, state and condition, or (b) unavailability of parts necessary for the operation or repair of the eligible appliance. In determining fair market value, appliances will be depreciated at five percent (5%) per year off original cost of the appliance. A rebate is available only for the actual replacement of an eligible appliance covered under the Program. The rebates are available for review on our website at [whe.org](http://whe.org).

To initiate a request for rebate, within 90 days of purchase of a replacement appliance, the Participant must submit a copy of detailed receipt and proof of installation, along with the Participant's name and address where Program is effective, and the following information, or the rebate will be forfeited:

- Name, address and telephone number of the appliance retailer from whom the replacement appliance was purchased;
- Purchase date; and
- Amount of purchase
- Submit information to:

WH Appliance Repair Rebate  
Attn: Administration  
PO Box 330  
Rockford, MN 55373

Upon timely receipt of the required information and documentation by WH Appliance Repair, Participant will be issued a check for the lesser of: (a) 10% of the cost of the new replacement appliance or (b) the maximum amount specified on then current WH Appliance Repair rebate amount chart for the applicable appliance. Please allow up to six weeks for receipt of rebate.

**12. LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES:** In the event of any defects in parts, materials or service provided hereunder, WH Appliance Repair's only responsibility and the Participant's sole remedy shall be that on request of the Participant, during the term of Program, WH Appliance Repair will repair or replace the defective part, material or service in accordance with the provisions of the Program, subject to the limitations set forth herein. WH Appliance Repair and its authorized service providers will not be responsible for direct damage, consequential damages, special or punitive damages, indirect losses or injuries caused by defects in parts, materials or service provided hereunder, delays, failure to service, unavailability of parts or labor, and any condition beyond their reasonable control. WH Appliance Repair shall not be liable to the Participant for failure to perform obligations under the Program due to any acts of God, strikes, lockouts, acts of the public enemy, lightning, fires, storms, floods, explosions, breakage or accident to appliances or equipment, the malfunction of any computer systems (hardware or software) or equipment containing embedded systems of WH Appliance Repair or any service provider upon which WH Appliance Repair relies, the binding order of any court or governmental authority, or any other cause outside the reasonable control of WH Appliance Repair. WH APPLIANCE REPAIR HEREBY DISCLAIMS, AND PARTICIPANT WAIVES AND RELEASES, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

**13. Governing Law and Jurisdiction.** This Program shall be construed, and the rights and liabilities of the parties determined, according to the internal laws of, and subject exclusively to the jurisdiction of the courts of the State of Minnesota. However, the conflicts of law principles of the State of Minnesota shall not apply to the extent that they would operate to apply the laws of another state. The Participant agrees that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of the Program or the performance of WH Appliance Repair (a "Suit") shall be brought exclusively in the state courts located in the County of Wright, State of Minnesota.