



Gas-SAFE Warranty

TERMS & CONDITIONS

ABC GAS-SAFE WARRANTY AGREEMENT

Should you need service, please read your coverage carefully and then place your claim by calling (614) 224-6709. It is helpful to have your contract number, make and/or model of covered item, and complete street address available.

IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. Items must be in good safe working order at the start of coverage. Items must be located within the perimeter of the main foundation of the home or garage (except Air Conditioning, Gas Lamps and Gas Grills). Coverage is only provided for malfunctions which occur and are reported to ABC Gas Repair, Inc. (Company) during the term of this contract. You must call us for service prior to the expiration of this contract. The Company will not reimburse you for services performed without approval.

The Company may charge the property owner a reasonable dispatch fee in the event that the Company dispatches repair personnel to the property at the request of the property owner or its agents under this Plan and the Company determines that no problem redressable under this Plan exists.

Note: Emergency after hours service is subject to a service fee.

TIMING OF COVERAGE

Seller's Coverage starts upon receipt of application by Company and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's coverage may be extended at the discretion of the Company.

Buyer's Coverage starts upon payment at close of sale and continues for one year.

Payment is due at close of sale and must be received by Company within 30 days of close of sale. Offer for future coverage is at the sole option of the Company.

CONTRACT COVERAGE

The following items are covered by this contract for the buyer when payment is made at close of sale and for the seller during seller's coverage. Only those items that are specifically listed are covered by the contract, which such items may otherwise be limited. Throughout this contract are references to items "not covered," which serve merely as examples to assist your understanding of the contract and are in no way intended to be all inclusive or otherwise limit such non-covered items.

CONTRACT LIMIT: The items listed are subject under this contract to a maximum of \$3,000 in the aggregate during the coverage period. Specific limits are indicated by category and may be combined to reach the maximum \$3,000 in the aggregate during the coverage period.

WATER HEATER (Includes tankless water heaters)

Natural gas only, Gas valve, Tank leaks, Drain valve, Control thermostat and thermocouple, Temperature and pressure relief valve

Not Covered: Holding or storage tanks, solar equipment, fuel storage tanks.

KITCHEN APPLIANCES

Natural Gas Oven/Range/Cooktop: All parts and components, except; knobs, dials, racks, door glass, lights, handles, magnetic induction units and meat probe assemblies, range vents.

CLOTHES DRYER

All parts and components of one natural gas clothes dryer, except; filter and lint screens, knobs and dials, venting, damage to clothing.

NATURAL GAS GRILL

All parts and components except; grates, knobs, handles, briquettes, cosmetic repairs such as rust.

NOTE: Coverage is not valid for repairs to non-natural gas (e.g. propane) grills.

NATURAL GAS LAMPS

All parts and components, except: cleaning, parts that may be unavailable or of historical significance.

NOTE: If repairs to a yard lamp necessitate excavation, site restoration will be limited to backfill into the trench, left mounded subject to limitations from current weather and soil conditions. We will not remove or replace landscape plants or any hardscaping (e.g. decks, patios, sidewalks).

NATURAL GAS FIREPLACE COMPONENTS

Loglighter; Gas logs, controls and switches; Approved heater inserts

Not Covered: Adjustments, screens, dampers, heater inserts that do not meet local code requirements.

NOTE: We will not make any alterations to or restorations of hearths, fireplaces and chimneys required to access items for repair.

HEATING

Natural gas heating units only, Motors, Gas valve, Printed circuit boards, Heat exchangers, Burners, Thermostats and thermostat sub-base, Hydronic circulating pumps, Radiators, Vent blower assembly, Switches, wiring and relays, Baseboard convectors, Vents

Not Covered: Auxiliary space heaters, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, humidifiers, baseboard casings and grills, chimneys, outside or underground components and piping for geo-thermal and/or water source heat pumps, well pumps and well pump components for geo-thermal and/or water source heat pumps, cable heat (in ceiling) and wood stoves even if main source of heat to home, installation of flue liners to meet local codes resulting from furnace replacements.

NOTE: Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water, or glycol is limited under this contract to a maximum of \$1,500 in the aggregate.

Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

CENTRAL AIR CONDITIONING (DUCTED)

Covered Parts

The Plan covers reasonable and customary labor to repair or replace most parts for one electric central air conditioner including: bearings/shafts, belts and pulleys, blower assembly, blower motor, blower pulleys, capacitors, circuit boards, condenser motor/fans, contactor switches, delay timers, fan belt, fan controls, fan relays, fuses (internal), limit controls, motors, operating relays, Schrader valves, thermostats (standard), transformers.

Exclusions

Not covered: compressors, chillers, or auxiliary equipment such as air ducts, air filters, electronic air cleaners, asbestos coverings, condenser and evaporator coils, balancing of system, refrigerant, energy saving thermostat, humidifiers, reversing valves, and circuit breakers, systems exceeding five tons capacity, electric heat pumps, geothermal heat pumps, or gas cooling systems (including ammonia).

LIMITS OF LIABILITY

The Company will cover an existing defect or mechanical failure provided the defect or mechanical failure could not have been detected by visual inspection or simple mechanical test at the inception of the contract. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test of turning the unit off or on verifies that the item operates without irregular sounds, smoke or other abnormal outcomes.

Common areas and facilities of mobile home parks and condominiums are not covered.

If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are

excluded unless otherwise specified.

Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this contract.

The Company's liability is limited to failure of systems due to normal wear and tear.

Cosmetic defects are not covered.

The Company is not liable for consequential or secondary damage.

Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.

The Company will not be responsible for any corrections, repairs, replacements, upgrades, inspections or additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes.

The Company will not be responsible to pay any costs relating to construction, carpentry, or relocation of equipment.

The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment.

The Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile or flooring.

The Company will not effect service involving hazardous or toxic materials including asbestos or any other contaminants.

The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. "Pathogenic organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

This contract covers only single family residential-use unless amended by the Company. Multiple units, mother-in-law units, guest houses, and other structures are covered if the appropriate fee is paid.

This coverage is for owned or rented residential property, not for commercial property or residences being used as businesses, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.

The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function. The Company will replace with equipment of similar features, efficiency, and capacity but is not responsible for matching brand, dimensions, or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.

The Company reserves the right to require a second opinion at no additional charge to the customer.

The Company is not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects or for items covered under an existing manufacturer's, distributor's or in-home warranty.

The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by

the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.

The Company will not effect repairs or replacements associated with the performance of routine maintenance including the failure to clean or maintain as specified by the manufacturer of the equipment.

Problems caused by rust or corrosion during the listing coverage and the first 30 days of buyers coverage are excluded. Where local building permits are required prior to commencing replacement of appliances, systems, or components, the Company will pay up to \$250 in the aggregate under this contract for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.

If repairs or alterations involve excavation that necessitates breaking blacktop or concrete surfaces, ABC will repair these surfaces only if specified under local permitting requirements up to \$300 if located in a public easement that was damaged due to our repair work. These expenses will apply toward the \$3000 Guarantee maximum. Any earth removed for trenching will be backfilled into the trench and left mounded subject to limitations from current weather and soil conditions.

SHARED SYSTEMS AND APPLIANCES

If this contract is for a dwelling consisting of more than one living unit, then all units within the dwelling must be covered by one contract for coverage to apply to shared systems and appliances.

If this contract is for a multi-unit dwelling other than those specified above, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered.

Except as otherwise provided above, shared systems and appliances are not covered.

CUSTOMER SERVICE

Telephone service is available at all times. Call us to describe the problem.

When your coverage is confirmed, the Company will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time. Additional efforts are made in emergency situations. If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.

WARRANT OF WORK

The Company warrants work performed under this agreement for 30 days. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail, minus any diagnostic fees previously incurred by Company.

Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly.

At times it is necessary to open walls, ceilings or floors to make repairs. We will not be responsible for the opening or replacement of these surfaces.

ARBITRATION AGREEMENT

All controversies or claims between the parties hereto in any way, directly or indirectly, arising out of, connected with or relating to the interpretation of this Agreement, the scope of the warranty or services to be provided by the Company or as to any other matter involving the contemplated transaction, including, but not limited to, (a) any promises, representations or negotiations concerning either the performance of the Company duties hereunder, (b) any act or omission of the Company in the performance of its responsibilities hereunder, and/or (c) the documents relating thereto, shall be determined by arbitration in accordance with the applicable rules of the American Arbitration Association, except for the procedure for selection of the arbitrator. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the home warranty industry. The arbitration decision shall be binding on all parties and judgment upon the award rendered may be entered in any court having jurisdiction. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this contract, you must notify the Company of the change in ownership and must submit the name of the new owner by phoning 1-800-274-6709 in order to transfer coverage to the new owner.

A home service contract is non-cancellable during the initial term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less all service costs incurred by the Company.

Ohio residents only — Mandatory Endorsement:

This contract is non-cancellable by purchaser or person entitled to benefits under the contract.

ENTIRE AGREEMENT

This written agreement represents the entire understanding of the parties, and both parties agree that they have not been induced to enter into the agreement in reliance upon, or as a result of, any statements, representations, promises, or inducements given or made by the other party. No amendment, change, or variance from this agreement shall be binding unless mutually agreed to by the parties and executed in writing.

Administered by ABC Gas Repair, Inc.
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