



**THIS IS AN AGREEMENT FOR SEPTIC SYSTEM SERVICES AND DOES NOT CONSTITUTE
INSURANCE OR AN INSURANCE POLICY**

Please ensure that you read this Agreement thoroughly. It outlines the services that you will be provided in exchange for your payment of the Contract Fees, as listed on the Contract Summary Page (Exhibit A) attached to this Agreement, as well as any other amounts due under this Agreement. To understand the terms and conditions of this Agreement (including any exclusions or limitations), the services covered, and any additional fees or costs associated with obtaining service or coverage, please refer to this Agreement, including the Contract Summary Page.

Name:

Address:

Date:

CONTRACT SUMMARY PAGE – EXHIBIT A

Your Selected Coverages:

Total Monthly Cost:

Note: Plus applicable taxes

Covered Components:

Service Fees deductibles

Coverages Not Included:

COVERAGES WE OFFER - INCLUDES

1. Septic Major Component Plan

Deductible: \$1,250 per claim for leaching, \$1250 of the septic tank, \$500 for the sewer pipe

Includes coverage for:

- a. Sewer Pipe coverage:
 - i. Inlet sewer line (outside foundation to tank)
 - ii. All fittings and connections
- b. Septic Tank coverage:
 - i. Septic tank and internal components (riser, filters, baffles, lid)
- c. Leaching field coverage:
 - i. Distribution box, connecting pipes, and fittings
 - ii. Leaching system

2. Ejector Pump Coverage

Deductible: \$500 per claim.

Includes coverage for:

- a. Septic ejector pump and tank
- b. Related pump components: floats, alarms, and electrical boxes

3. Septic Tank Coverage (Standalone)

Deductible: \$1,250 per claim.

Includes coverage for:

- a. Septic tank
- b. Internal components: filters, risers, baffles, lid

4. Leaching Field Coverage (Standalone)

Deductible: \$1,250 per claim.

Includes coverage for:

- a. Leaching field
- b. Distribution box
- c. Connecting piping and valves

5. Sewer Pipe Coverage

Deductible: \$500 per claim.

Includes coverage for:

- a. Inlet sewer line running from the home's foundation to the septic tank
- b. Any underground pipe blockages due to normal wear and tear

6. Septic Pumping Service

No deductibles include:

- a. Routine septic tank pumping (frequency based on selected monthly rate)
- b. Notifications sent prior to scheduled service
- c. Water jetting inlet and outlet if access is possible
- d. No emergency service fees
- e. Fiber optic camera scoping
- f. Filter cleaning

RESIDENTIAL SEPTIC SYSTEM SERVICE AGREEMENT

This Residential Septic System Service Agreement (the "Agreement") is effective on (")
BETWEEN: , (the "Client"), an individual with his main address located at

AND: FLUSH WARRANTY LLC., (the "Service Provider"), a limited liability company organized and existing under the laws of the State of Connecticut, United States of America, with its head office located at: 3-B Nod PI Clinton, CT, United States.

Collectively, the Client and Service Provider shall be referred to as the "Parties" and individually as "Party".

WHEREAS, the Client desires to engage the Service Provider for the performance of maintenance of the residential septic system, elaborately described in the Exhibit A;

WHEREAS, both the Parties wish to evidence their contract in writing and both the Parties have the capacity to enter into and perform this contract;

NOW THEREFORE in consideration of the mutual covenants, rights, and obligations set forth in this Agreement, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.DEFINITIONS

"FLUSH," "Service Provider", "We," "Us" and, "Our" refer to FLUSH Warranty LLC.
The terms "You" and "Your" refer to the Client who is Party to this Agreement.

1.3 The term "Agreement" refers to the Residential Septic System Service Agreement, which encompasses all exhibits and schedules, if applicable. It explains the terms, conditions, limitations, and exclusions that are applicable. This Agreement constitutes the entire agreement between You and FLUSH.

1.4 "Contract Summary Page" refers to Exhibit A, which has been described hereinabove.

1.5 "Contract Maximum Amount" means the aggregate maximum cost of repair or replacement of Septic System components for which FLUSH will be responsible under this Agreement as listed on the Contract Summary Page.1.6 "Septic System" refers to the septic system that was installed at the address listed on the Contract Summary page on the date of this Agreement. It is comprised of the following components:

- a. Inlet sewer line: the connection that runs from outside the foundation of the house to the septic tank.
- b. Septic Tank or Aerated Chamber: includes the Aerated Chamber's internal components. c. (Such as aerators, pumps, valves, riser rings, baffles, and lid), but excludes all controls.
- d. Effluent pumps and piping.
- e. Distribution box, connecting piping, and valves. f. Leaching System.

1.7 "Service Fee" means a fee payable by You in connection with the repair or replacement of Septic System components under this Agreement.

1.8 "System Malfunction" refers to the failure of any component of the Septic System to function properly, resulting in the discharge of untreated or partially treated sewage onto the surface, or the surcharging back into the Septic System due to normal wear and tear.

1.9 "CT sales and use tax" refers to the mandatory amount We are obligated to charge on sales of tangible personal property and services. Warranties are also subject to this tax, and a fee of 6.35% will be included in your warranty charge. This fee is subject to change as per notification by the administrative bodies or by any local government.

1.10 "Coverage Term" pertains to the duration for which this Agreement is valid. The coverage period commences on the Effective Date and extends as per the term specified on the Contract Summary page.

1.11 "Monthly Contract Fee" means the monthly fee for the respective septic protection plans which has been subscribed by the Client in respect to coverage and services covered under the plans offered by the Service Provider.

2. SERVICE FEES AND REPAIR ARRANGEMENT

2.1 In the event a covered System Malfunction occurs, FLUSH will either:

- a. Fix the malfunctioning component(s) of the Septic System or the entire system itself that caused the System Malfunction.
- b. Replace the malfunctioning component(s) of the Septic System or the entire system itself with equipment that possesses comparable features, efficiency, and capacity.
- c. Rejuvenate the Septic System by using technology such as Soil Air, Terra lift, or Earth Buster. FLUSH will arrange ANDERSON BROTHERS to perform any such repair or replacement. Each System Malfunction that requires repair or replacement of the Leaching System or Septic Tank is subject to a \$1250 (One thousand two hundred and fifty dollars) Service Fee. All other System Malfunctions will be subject to a \$500 (Five hundred dollars) Service Fee. All Service Fees will be due and payable by You to Us prior to the start of the repair or replacement to which the Service Fee applies. Subject to the payment of the applicable Service Fee, FLUSH will bear the cost of such repair or replacement until the aggregate cost to FLUSH of all such repairs and replacements equals the Contract Maximum Amount. You will be responsible for and will pay the cost of all such repairs or replacements in excess of the Contract Maximum Amount.d. Any System Malfunction which requires a repair costing less than \$500 (Five hundred dollars) will not be subject to the payment of any additional fee including the Service Fee which is payable by the Client. FLUSH will bear the complete expense for any System Malfunction for which the repairing cost is less than \$500 (Five hundred dollar).However, in cases repairing cost is above \$500, the Client shall bear the expense and FLUSH shall provide the Service.

3. PAYMENT

3.1 On or around the first business day of approval, the Monthly Contract Fee amount listed on the Contact Summary Page will be charged to Your credit card. In the event there is any problem processing the monthly payment, You will be contacted by FLUSH. You will have 30 business days to pay the unpaid Contract Fee to avoid cancellation. Fees allocated towards service:

- a. Price Adjustments and Renewals
 - FLUSH will provide You with any proposed price adjustments at least 30 days before the effective date of such changes.
 - If FLUSH provides advance notice and does not receive a cancellation notice from You, it will be assumed that You accept the new prices.
 - Upon acceptance, the new rates and terms will apply during the renewal term and thereafter, alongside these terms and conditions.
- b. Cancellation of Services
 - If You wish to cancel the monthly contract, You must provide written notice.
 - Cancellation will stop the automatic renewal of services at the end of the current contract period.
 - If services have been performed during the contract period, You are still responsible for paying the applicable amounts for those services.
- c. Cancellation of Pumping Services

If You wish to cancel coverage that includes routine septic tank pumping, You must provide written notice.Cancellation will not exempt You from the requirement to pump the tank according to the schedule determined by FLUSH.FLUSH reserves the right to determine when pumping services must be performed. You are required to pay the full cost of pumping at the time of service if coverage is canceled.

4. DESCRIPTION OF COVERAGE

4.1 COVERED- Subject to the payment of the applicable Service Fees and subject to the Contract Maximum Amount this Agreement covers the following:

- a. At the Service Provider's discretion repair, replacement, or rejuvenate the Septic System components that cause a System Malfunction.

- b. We will arrange for the septic tank to be pumped and serviced by ANDERSON BROS on a schedule determined by Us. We will notify You in advance when ANDERSON BROS is scheduled to perform the work.
 - c. If You wish to have a cleaning or service done sooner than the scheduled time, You will be responsible for the additional cost (if any).
- 4.2 NOT COVERED- The following items are excluded from coverage under this Agreement and FLUSH shall not be responsible for any associated costs or expenses:
- a. Lawn maintenance service and repair after a system is installed or prior.
 - b. Engineering plans, soil testing and related expenses.
 - c. Any components not specifically listed in the definition of Septic System.
 - d. Permit fees or any other regulatory charges.
 - e. Clogs resulting from human error, such as flushing inappropriate items down the toilet including flushable wipes.

5. LODGING OF SERVICE CLAIMS AND RESOLUTION OF CLAIMS

- 5.1 In order to be eligible for coverage under this Agreement, any System Malfunction must be promptly reported to FLUSH upon discovery. Additionally, any services performed must receive prior written approval from FLUSH in order to be covered.
- 5.2 File a claim: Call FLUSH at the service number listed on Our website located at such other address or number as We may provide to You from time to time. FLUSH will accept calls 24 hours a day, 7 days a week. Calls received will be returned promptly.
- 5.3 NON- EMERGENCIES SERVICE CLAIMS: Meaningful service will be initiated and completed as soon as reasonably possible. Service will be scheduled during normal business hours. You may be responsible for additional costs for any nonemergency service performed outside of normal business hours.
- 5.4 EMERGENCY CLAIMS: We will classify a service request as an emergency only if FLUSH determines that the System Malfunction makes Your home uninhabitable. In the event FLUSH determines that a System Malfunction has created an emergency, service will be requested immediately. Once service is initiated, it will be completed as soon as reasonably possible. We will approve or reject your request only after consulting with the repairer and receiving an estimate of acceptable costs.
- 5.5 We expect You to fully cooperate with FLUSH in all repair and replacement activities.
- 5.6 FLUSH may choose to fix a System Malfunction through either repair or replacement at their discretion. Any repairs or replacements will be carried out by ANDERSON BROS, who will provide a written guarantee for both parts and labor for a minimum of ninety (90) days for any covered repairs.
- 5.7 You are required to provide FLUSH with any information related to the cause and nature of a System Malfunction. This may include previous estimates, copies of inspection reports, or any other supporting information that is necessary.
- 5.8 Any fraudulent activity, misrepresentation, or collusion between You and repair personnel to deceive us will lead to a denial of coverage. We retain the right to pursue legal remedies and seek reimbursement in such instances.
- 5.9 You are responsible for paying the Service Fee (or the actual cost of service, whichever is less) for each covered System Malfunction. This payment must be made to FLUSH before any work is commenced.
- 5.10 Claim documentation can be sent to FLUSH at 3-B Nod Place Clinton CT 06413.

6. EXCLUSIONS

6.1 Repairs or replacements of the Septic System or its components shall not be covered under this agreement if the System Malfunction is caused by any of the following reasons:

- a. Modifying the Septic System without written approval of FLUSH.
- b. Negligence, abuse, misuse, inadequate plumbing, leaking toilets, wiring, or power supply on the part of the homeowner.
- c. Freezing, fire, wind, water, flood, lightning, ice, hail, snow, explosion, mud, earthquake, soil movement, storm, pet damage, pest damage, vandalism, theft, electrical or water fluctuations, power surge, riot, military unrest, accident, physical damage.

6.2 Any abuse to the septic system such as:

- a. Driving vehicles that weigh more than a riding lawn mower on the soil absorption unit or septic tank is not covered under this Agreement and may cause damage to the system.
- b. Drain water from gutters or footing drains or other surface water is directed into the Septic System.
- c. Hydraulic overload: If the system is used for a purpose or load that exceeds the design flow specified by the State of Connecticut Public Health code based on the number of bedrooms, it may cause hydraulic overload. In such a scenario, We may request You to provide Us with your CT water bill for verification purposes.

6.3 The following are not covered by this Agreement and FLUSH will not be liable for any, costs, expenses or damages associated with any of the following:

- a. A service visit, if it is determined by FLUSH that coverage under this Agreement does not apply, or no covered System Malfunction is discovered.
- b. FLUSH will not be liable for any inability to provide service due to unforeseeable events or conditions beyond Our control, including but not limited to delays in obtaining necessary parts or equipment, weather events, epidemics, pandemics, civil unrest, strikes, war, or labor difficulties. We will strive to promptly address any such situations and minimize the impact on Our Clients to the best of Our ability.
- c. Any repairs or replacements that result from manufacturer recalls and/or class action suits are not covered under this Agreement. Clients should refer to the manufacturer's warranty or any applicable service agreement for information on coverage in such cases. d. Repairs or replacements performed without the FLUSH's prior authorization.
- e. This Agreement does not cover repairs or replacements of Septic System components that are already covered under any type of manufacturer warranty, service agreement, or insurance policy.
- f. FLUSH is not responsible for the repair, replacement, correction or upgrade of any parts, equipment and/or systems in order to comply with federal, state, or local laws, code violations, regulations or ordinances, or utility regulations. g.

Costs associated with obtaining permits.

- h. Any liability for bodily injury or property damage that may result from the use of Our services or products.
- i. FLUSH shall not be held liable to any third party for any reason, including contamination of ground water or soils below the ground water level resulting from the use of Our services or products. Clients assume all risks and responsibilities associated with the use of Our services and products, including any potential impact on the environment.
- j. FLUSH will not be responsible for any remediation to your property or neighboring properties, including groundwater or soils below the ground, that may result from contamination due to a System Malfunction or any other cause.
- k. FLUSH is not responsible for any repair or replacement required by law as a prerequisite to selling, transferring, or closing down property. Clients are responsible for ensuring that their property is in compliance with all applicable laws and regulations.
- l. FLUSH shall not be responsible for any noncompliance on the Client's part with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body. Clients are responsible for complying with all applicable laws and regulations.

- m. This exclusion applies to any costs incurred in gaining access to or closing access from a covered item. Specifically, this exclusion includes but is not limited to opening or closing access to items encased in concrete, plaster, brick behind drywall, grass, decks, patios, pools, trees, landscape. Clients are responsible for providing access to covered items that require service or repair.
- n. FLUSH is not responsible for any costs associated with excessive or inadequate water pressure, electrical surge or outage, currents artificially generated, wiring not up to code or inadequate amperage. Clients are responsible for ensuring that their electrical and plumbing systems are up to code and able to handle the necessary amperage and water pressure.
- o. FLUSH is not responsible for any damage to the physical structure of the residence, including but not limited to walls, roof, roof supports, structural floor base, foundation or slabs, and ceilings. Clients are responsible for maintaining the structural integrity of their home and for any repairs or replacements necessary to ensure its stability.
- p. Any System Malfunction after the homeowner has opened or caused or allowed to be opened any part of the system without FLUSH's prior written permission.
- q. FLUSH is not responsible for any System Malfunction caused by landscaping or additional fill placed over the septic system without the express prior written permission of FLUSH. Clients must obtain written permission from FLUSH before adding any landscaping or fill over their septic system to avoid any potential System Malfunction.
- r. FLUSH is not responsible for any costs associated with designing the septic system from an engineer. Clients are responsible for hiring their own engineer to design their septic system, and any associated costs are the responsibility of the Client.
- s. We are committed to covering the costs of the required fill necessary to meet the state code, ensuring a minimum of 6" coverage for the septic system. Please note that any additional topsoil or fill required for the seamless blending of the septic system is not included in this agreement
- t. Water Conditioner Discharges: Any damage or failure to the Septic System caused by the discharge of water conditioners or water treatment systems into the Septic System is not covered under this Agreement. It is the Client's responsibility to ensure that such discharges are redirected away from the Septic System to prevent potential damage or failure.

7 GENERAL CONDITIONS

- 7.1 RENEWAL: We reserve the right to terminate this Agreement if You fail to pay or do not follow the recommendations provided by Anderson Brothers. We also reserve the right to choose not to renew this Agreement for any reason. To renew this Agreement, a septic inspection must be conducted by Us on or around the last month of the coverage term.
- 7.2 TRANSFERABILITY: Your rights and obligations under this Agreement may be transferred to a new property owner only once, provided that the new owner pays the Monthly Contract Fee as per this Agreement. You must inform FLUSH within 30 days of any change of ownership of the property and Septic System to complete the transfer of this Agreement. The Credit Cards details, if any, shall be erased for the previous owner and the same shall be substituted by the details of the new owner for the convenience of timely payment of Monthly Contract Fee.
- 7.3 USE OF NON-ORIGINAL PARTS: FLUSH may choose to use parts other than original manufacturer parts, which will be of similar quality and type.
- 7.4 REPAIR, REPLACEMENT, AND REJUVENATION: We may opt to remedy a covered System Malfunction through repair, replacement, or rejuvenation, as We deem appropriate.
- 7.5 EQUIPMENT ELIGIBILITY: We reserve the right to limit coverage eligibility for certain equipment based on commercial design and use, as well as due to the unavailability of obsolete parts.
- 7.6 COPYRIGHT: All the materials, including but not limited to reports, methods, or documents produced as a result of this Agreement, in whole or in part, shall be the property of the Service Provider. Any part or subsequent product/service of this Agreement that might be subject to copyright shall be the property of the Service Provider and all such rights shall belong to the Service Provider, and the Service Provider shall be sole and exclusive entity who may exercise such rights.

7.7 CUSTOMER SERVICE: For any additional information or questions regarding Your Septic System and the coverage and limits of coverage under this Agreement, please call FLUSH at the service number provided on our website at r at any other address or number we may provide to You from time to time.

8 DISPUTE RESOLUTION

8.1 Any dispute, controversy, or claim arising out of or relating to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory (collectively, "Claims"), shall be resolved by binding arbitration. The sole exception is that You and We retain the right to pursue in the Connecticut Small Claims Court any Claim that is within that court's jurisdiction and proceeds on an individual basis. Aside from this sole exception, all other Claims must be resolved by binding arbitration pursuant to the terms set forth below.

8.2 The arbitration shall be administered by the American Arbitration Association or its successor ("AAA") in accordance with its administrative rules, including, as applicable, the Commercial Rules of the AAA. (The AAA's Commercial Rules are available at <https://n> the event that the AAA is no longer in business, then the parties will attempt to agree on an alternative agency. If one cannot be agreed to, then the parties agree that a court of competent jurisdiction may select the arbitration agency for them. The arbitration shall be conducted before a single arbitrator. The location of the arbitration will be in a mutually agreed upon location within the State of Connecticut. The decision of the arbitrator shall be final and binding and may be entered as a judgment by any court of competent jurisdiction.

8.3 Before initiating an arbitration, You must first send, by certified mail, a written Notice of Dispute ("Notice") addressed to FLUSH at the address set forth on its website located at such other address as may be provided to You from time to time. ("Notice Address"). The Notice must (i) describe the nature and basis of the Claim; and (ii) set forth the specific relief sought. If You and We do not reach an agreement to resolve the Claim within 60 days after the Notice is received, You may direct Us to submit the Notice of Dispute to the AAA and initiate the arbitration. The parties shall share the arbitration costs and arbitrator fees equally. During the arbitration, other than informing the arbitrator that the Notice was properly provided, no information regarding any settlement offer made by either party shall be disclosed to the arbitrator. Unless prohibited by applicable law, any Claim must be submitted to FLUSH in a Notice of Dispute within one (1) year from the occurrence of the facts giving rise to such Claim.

8.4 Neither Party shall pursue any class, mass, collective, or representative claims. The Parties may not consolidate the arbitration with any other proceedings to which FLUSH is a Party, except for an arbitration in which the Parties to this agreement are the sole Parties.

8.5 The arbitrator shall be entitled to award injunctive relief, if applicable, and to award damages in an amount that does not exceed the limits of liability stated in this Agreement. The Parties agree that neither Party will be liable to the other (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) for any indirect, special, incidental, consequential, exemplary or punitive damages or for any form of damages other than direct damages. The arbitrator shall award attorney's fees and costs, including the expenses of the arbitration, to the prevailing party if the arbitrator finds that the non-prevailing party asserted frivolous or bad faith defenses or claims.

8.6 The Federal Arbitration Act, applicable federal law, and the laws of the state of Connecticut, without regard to principles of conflict of laws, will govern this agreement and any dispute, controversy, or claim of any sort that might arise between the You and FLUSH.

8.7 The Parties agree that the arbitration proceedings and results are confidential and, except as required by law, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration conducted pursuant to this Agreement without the prior written consent of the Parties.

8.8 For the avoidance of doubt, this Agreement applies to Claims involving any of FLUSH's owners, directors, managers, agents, subsidiaries, affiliates, employees, contractors, predecessors, successors, and assigns, each of which is an intended third-party beneficiary of this Agreement. This agreement shall survive the

termination of this Agreement or any other contractual or non- contractual relationship between You and FLUSH.

8.9 With the exception of subpart (4) above (the class action waiver), if any part of this arbitration provision is held to be invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not in it. If, however, subpart (4) above (the class action waiver) is held to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither You nor FLUSH shall be entitled to arbitrate their dispute. If this Agreement is found to be unenforceable or inapplicable for any reason, including because the class action waiver is found invalid, unenforceable, or illegal, then the sole and exclusive venue for the resolution of any Claim shall be the United States District Court for Connecticut or, if there is no federal jurisdiction over the action, in the courts of the State of Connecticut located in New Haven, You and We hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such Claim that is determined not to be subject to the arbitration provision.

9 COVERAGE TERM AND CANCELLATION

9.1 You have the option to terminate this Agreement at any time by providing written notice to FLUSH.

9.2 We may cancel this Agreement at any time for: (1) non- payment of any Contract Fee, Service Fee or other amount owed by You to Us or (2) fraud or misrepresentation by You. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You less the annual cost of the Agreement paid and We reserve the right to pursue all available remedies under the law. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation with the reason and effective date of cancellation.

10 LIMITS OF LIABILITY

10.1 The maximum coverage for all System Malfunctions aggregated together is limited to \$25,000 (Twenty-five thousand dollars) per term of the Agreement. The cost to repair or replace the septic tanks is limited to a sublimit of \$1,250 (One thousand two hundred fifty dollars) per Septic System, regardless of the number of septic tanks associated with the Septic System. The cost to replace Leaching Systems, if applicable, is limited up to the sublimit of \$1,250 (One thousand two hundred fifty dollars only). Any payment or performance made under these sub-limits will reduce the amount available under the total coverage limit.

10.2 Neither You nor We will be liable to each other (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) for any indirect, special, incidental, consequential, exemplary or punitive damages or for any form of damages other than direct damages.

10.3 FLUSH will not be liable to You for more than \$25,000 (Twenty-five thousand dollars) under any circumstances for any reason under this contract or otherwise.

10.4 Responsibility for Excess Costs: In the event that the estimated cost for the septic service provided by Anderson Brothers exceeds twenty-five thousand dollars (\$25,000), the homeowner shall be responsible for payment of the excess amount directly to Anderson Brothers.

10.5 Alternative Contractor Quotes: The homeowner is entitled to obtain up to three (3) additional quotes from other licensed service contractors. It is the responsibility of the homeowner to select contractors whom they consider reliable and competent to carry out work on their property.

10.6 Option to Hire Alternative Contractors: Based on the quotes obtained, Flush reserves the right to contract with an alternative service provider in lieu of Anderson Brothers. In such cases, Flush shall contribute a maximum of twenty-five thousand dollars (\$25,000) towards the cost of the services, with any costs exceeding this amount to be borne solely by the homeowner.

10.7 Price Adjustments by Anderson Brothers: Anderson Brothers retains the right to adjust their initial estimated cost in response to the quotes provided by alternative contractors, potentially leading to a revised quote that may affect the homeowner's financial responsibilities.

11 REMEDY

11.1 If We are unable to resolve any valid claims within ninety (90) days of receiving proof of loss, You have the right under state law to file a claim against FLUSH Warranty at 3-B Nod Place Clinton, CT 06413.

11.2 The State of Connecticut has established a process to handle disputes arising from service agreements, as detailed in CGS 42-260 et. al. If You wish to file a complaint, You can send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. Your complaint must include a description of the dispute, the Agreement Cost, the Cost of repair of the product, and a copy of this Agreement.


11.3 If your Agreement expires while an approved repair or replacement is being carried out, this Agreement will be extended until the repair or replacement is completed.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

CLIENT

SERVICE PROVIDER

Authorized Signature

A handwritten signature in black ink, appearing to read 'Nicholas Anderson', with a stylized, cursive script.

Authorized Signature

NICHOLAS ANDERSON PRESIDENT

Print Name and Title

Print Name and Title