



PARTS AGREEMENT

Agreement Details

Agreement Seller

Rheem Sales Company, Inc.

1100 Abernathy Rd St. 1700, Atlanta, GA 30328

Email**Phone**

1-888-648-9537

Website

<http://www.rheem.com>

Agreement Purchaser

LAUREN BENNETT

1618 CASTLE CT

HOUSTON, TX, 77006

2815465100

Agreement Number

611D29F573878423909DB19CD6A1315E2718534F

Agreement Retail Charge

\$32.48

Agreement Term

5 years, starting on the expiration date of Manufacturer's limited warranty for the part.

Agreement Purchase Date

8/18/2021

Agreement Expiration Date

5 years after the expiration date of Manufacturer's limited warranty for the part.

Original Installation Date

2021-08-18T00:00:00.000-05:00

Equipment Covered

Manufacturer

Rheem Sales Company, Inc.

Brand Name

Rheem

Model(s) and Serial Numbers(s)

WA1460AJ1NA - W242130304

Contractor Information

HOUSTON POWER SAVERS

10222 INWOOD DR

HOUSTON, TX, 77042

8329680000



PARTS AGREEMENT
Please read this Agreement carefully.

1. DEFINITIONS:

- A. "Obligor", "We", "Us", and "Our" refers to the company obligated under this Agreement, National Product Care Company, except in Arizona, Florida, and Oklahoma, where it is SERVICE SAVER, INCORPORATED, Our license number in Florida is 80173 and in Oklahoma is 861336; or in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., or in Washington, where it is ServicePlan, Inc.; all located at 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.
- B. "You" and "Your" mean the purchaser of both the Covered Equipment and this Agreement.
- C. "Administrator" means TWG Innovative Solutions, Inc., P.O. Box 87639, Chicago, IL, 60680-0639, 888-648-9537
- D. "Manufacturer" means Rheem Sales Company, Inc., 1100 Abernathy Road, Suite 1700, Atlanta, GA 30328
- E. "Breakdown" means a mechanical or electrical failure of Your Covered Equipment part caused by a defect in the materials or workmanship of the Covered Equipment part, when operated under normal use and in accordance with the Manufacturer's instructions and specifications that occurs during the Term of this Agreement.
- F. "Covered Equipment" means the heating, ventilating, and/or air conditioning equipment specified on the Face Page when used for Residential purposes, which You had professionally installed by a Licensed Installing Contractor and is covered by this Agreement.
- G. "Agreement" means these terms, conditions, limitations and exclusions, including Your Covered Product sales receipt and Face Page.
- H. "Residential" means the personal individual residential (not commercial) application of the Covered Equipment in any single-family dwelling, which includes apartments, condominiums, duplexes and homes.
- I. "Licensed Installing Contractor" means a qualified, trained and licensed (where licensing is required) HVAC professional, who installs and services the Covered Equipment.
- J. "Manufacturer's Limited Warranty" means the written limited warranty provided by the Manufacturer with the Covered Equipment.

2. PARTS PLAN:

- (1) **Term:**
The term and coverage under this Agreement begins upon the expiration of the Manufacturer's Limited Warranty applicable to the Covered Equipment part (the "Effective Date") and continues for [5 (five) years].
- (2) **Coverage:**
Through the Administrator, We will provide a replacement part for the Covered Equipment part that is subject to a Breakdown, incurred during the Term of this Agreement. The Covered Equipment part must fail during normal usage. The replacement parts will be of like kind and quality as the part that is subject to a Breakdown. If the Covered Equipment part subject to a Breakdown is no longer available due to the age of the Covered Equipment part or because it is discontinued by the Manufacturer, the Covered Equipment part will be replaced with a part of equal or similar features and functionality. You are responsible for the cost of shipping replacement parts from Manufacturer's factory to the Manufacturer's distributor and from the distributor to the location of Your Covered Equipment. You also are responsible for the cost of shipping failed parts to the distributor and for incidental costs incurred locally, including handling charges. (If in Alaska, or Hawaii, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.) **You are responsible for all service/labor costs or labor-related expenses in connection with a Breakdown, including without limitation the replacing of the part subject to a Breakdown.**
- (3) **Limit of Liability:**
The limit of liability under this Agreement is the lesser of the (1) the purchase price of the Covered Equipment excluding sales tax, shipping and service/labor/installation charges or (2) the authorized Covered Equipment part (s) replacements not to exceed the purchase price of the Covered Equipment excluding sales tax, shipping and service/labor/installation charges.
- (4) **What to do when Your Covered Equipment has a Breakdown:**

You must promptly report any failure through a Licensed Installing Contractor. Normally, the Licensed Installing Contractor from whom the Covered Equipment was purchased will be able to take the necessary corrective action by obtaining through the Manufacturer's heating or air conditioning distributor any replacement parts. If the Licensed Installing Contractor who sold the Covered Equipment is not available, simply contact any other local Licensed Installing Contractor. The name and location of a local contractor can usually be found in your telephone directory, internet search, or by contacting the Manufacturer's heating or air conditioning distributor.

If necessary, please contact the Administrator for assistance. The Administrator can be reached at:

TWG Innovative Solutions, Inc.
P.O. Box 87639
Chicago, IL 60680-0639
888-648-9537

Claims must be submitted by a Licensed Installing Contractor within thirty (30) days of repair, however your claim will not be denied based on the Licensed Installing Contractor's failure to timely submit the claim. Any broken part that has been replaced must be made available to the Administrator upon request in exchange for the replacement part.
- (5) **Service Deliverables:**
Our sole obligation is to provide to you a replacement part(s) for the Covered Equipment part(s) that is subject to a Breakdown. This Agreement does not cover and does not pay for any repair service, installation service or other service.

3. WHAT IS NOT COVERED:

- A. Shipping costs from Manufacturer's factory to the Manufacturer's distributor and from the distributor to the location of Your Covered Equipment.
Rheem US (10.16)

- B. Shipping costs of failed parts to the Administrator and incidental costs incurred locally, including handling charges. (If in Alaska, or Hawaii, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.)
- C. Labor cost or expenses for service for removing or reinstalling parts, including without limitation all labor or service charges relating to a Breakdown.
- D. Any product not used for Residential purposes;
- E. Damages, malfunctions, or failures resulting from failure to properly install, operate or maintain Covered Equipment in accordance with the Manufacturer's instructions;
- F. Damages, malfunctions, or failures resulting from misuse, accident, contaminated or corrosive atmosphere, vandalism, freight damage, fire, flood, freeze, lightning, acts of war, acts of God and the like;
- G. Damages, malfunctions, or failures resulting from improper conversion from natural gas to LP gas or LP gas to natural gas fuel source;
- H. Parts installed with Covered Equipment or used in connection with normal maintenance, such as cleaning or replacing air filters, refrigerant, thermostats, tubing, or concrete pads;
- I. Covered Equipment that is not installed in the United States;
- J. Covered Equipment that is not installed by a Licensed Installing Contractor and in accordance with applicable codes, ordinances and good trade practices;
- K. Damages, malfunctions, or failures resulting from the use of any attachment, accessory or component not authorized by the Manufacturer or resulting from alteration or modification of the unit;
- L. Covered Equipment moved from the original installation location;
- M. Covered Equipment when operated with system components (indoor unit, outdoor unit, coil and refrigerant control devices) or accessories which do not match or meet the specifications recommended by the Manufacturer;
- N. Any Covered Equipment that has been sold to the consumer via the Internet or auction website, and has not been installed by a Licensed Installing Contractor;
- O. Covered Equipment condensing units that are not part of a properly matched system as specified by the Air Conditioning, Heating & Refrigeration Institute (AHRI);
- P. Covered Equipment heat pumps that are not part of a properly matched system as specified by the Manufacturer and the Air Conditioning, Heating & Refrigeration Institute (AHRI).
- Q. Breakdown that is subject to a recall;
- R. Any and all pre-existing conditions known by you that occur prior to the Effective Date of this Agreement;
- S. Incidental, consequential or secondary damages or delay in rendering service under this Agreement, or loss of use during the period that the Covered Equipment is awaiting parts; and
- T. Breakdowns which are not reported within the term of this Agreement.

4. CONDITIONS:

A. Renewal:

This Agreement is nonrenewable.

B. Transferability:

This Agreement is not assignable or transferable.

C. Territories:

The Agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories including Guam, Puerto Rico, Northern Mariana Islands, American Samoa or U.S. Virgin Islands.

D. Subrogation:

If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

E. Dispute Resolution - Arbitration:

This Agreement requires binding arbitration if there is an unresolved dispute between You, on the one hand, and Us and/or the Administrator, on the other hand, concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement.

F. Cancellation:

You may cancel this Agreement for any reason at any time by contacting the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You will receive a full refund of the Agreement Retail Charge paid. If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement Retail Charge paid based on the time remaining on Your Agreement, less any claims paid under Your Agreement. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on Agreement Retail Charge paid based on the time remaining on Your Agreement, less any claims paid under Your Agreement.

G. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

H. Entire Agreement:

This is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Administrator, the Manufacturer, the Licensed Installing Contractor and the seller of the Agreement are not parties to this Agreement. Except in Washington state, the Obligor under this Agreement is insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., [175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206]. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., [175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206]. In Washington, the obligations of the Obligor are backed by the full faith and credit of the Obligor.

5. STATE VARIATIONS:

State Variations: The following state variations will control if inconsistent with any other provisions:

- (1) **In Alabama:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (2) **In Arizona:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548.
- (3) **In Arkansas:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G "Entire Agreement": A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation.
- (4) **In California:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at the discretion of the contract holder; (2) If arbitration is elected, this does not waive the right of California consumers to file and pursue civil action or complaint; (3) If any statement found within this contract contradicts this section, this section shall take precedence. This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bear.ca.gov.
- (5) **In Colorado:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund. The following is added to this Agreement: The use of non-original manufacturer's parts is permitted.
- (6) **In Connecticut:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": The State of Connecticut has established an arbitration process to settle disputes arising from service Agreements. If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair and a copy of this Agreement. The following statement is added to section 4.F "Cancellation" of this Agreement: You may cancel this Agreement if You return the Product, or if the Product is sold, lost, stolen or destroyed. If this Agreement expires during the time an approved repair or replacement is being carried out, this Agreement will be extended until the repair or replacement has been completed.
- (7) **In Florida:** The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. Section 4.E "Dispute Resolution - Arbitration" is removed.
- (8) **In Georgia:** Section 3: "What is not Covered" exclusion "R" is replaced with: Repairs or replacements caused by pre-existing conditions, defects or deficiencies known by You. Section 4.E "Dispute Resolution - Arbitration" is removed. Section 4.F "Cancellation" is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. In no event will any claims paid by us be deducted from any refund. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. If We cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.
- (9) **In Hawaii:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (10) **In Massachusetts:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (11) **In Maine:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (12) **In Maryland:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (13) **In Minnesota:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (14) **In Missouri:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.

- (15) **In Michigan:** The following statement is added to Section 2.1 "Term": If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- (16) **In Nevada:** You are not required to pay a deductible to receive the service. Section 4.E "Dispute Resolution - Arbitration" is removed. The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (17) **In New Hampshire:** The following statement is added to Section 4.G "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.
- (18) **In New Jersey:** The following is added to this Agreement: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted. The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (19) **In New Hampshire:** The following statement is added to Section 4.G "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.
- (20) **In New Mexico:** Section 4.F "Cancellation" is amended as follows: If You do not receive a full refund within sixty (60) days of Our receipt of the cancellation request, a ten percent (10%) penalty for each 30 day period or portion thereof shall be applied to the refund. If this Agreement has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the Effective Date of this Agreement which substantially and materially increase the service required under this Agreement.
- (21) **In New York:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within thirty (30) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund.
- (22) **In North Carolina:** The following statement is added to Section 4.G "Entire Agreement": You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Equipment.
- (23) **In Oregon:** Section 4.E "Dispute Resolution - Arbitration" is removed.
- (24) **In Oklahoma:** The following statement is added to section 4.F "Cancellation" of this Agreement: In the event the Agreement is canceled by You, return of the Agreement Retail Charge paid shall be based upon ninety percent (90%) of the unearned pro rata Agreement Retail Charge paid less the actual cost of any service provided under this Agreement. In the event the Agreement is canceled by Us, return of Agreement Retail Charge paid shall be based upon one hundred percent (100%) of unearned pro rata Agreement Retail Charge paid less the actual cost of any service provided under this Agreement. The following statement is removed from Section 4.E "Dispute Resolution - Arbitration": The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. The following statement is added to Section 4.G "Entire Agreement": NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Obligations of the Obligor under this service warranty are insured by a service Agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604(800) 209-6206; c) Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contract.
- (25) **In South Carolina:** The following statement is added to section 4.F "Cancellation" of this Agreement: If You do not receive a full refund within forty-five (45) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G "Entire Agreement": If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number (803) 737-6180.
- (26) **In Texas:** The following statement is added to Section 4.F "Cancellation": If You cancel Your Agreement within forty-five (45) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund within thirty (30) days of receipt of the returned service Agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604. If You do not receive a full refund within thirty (30) days of Our receipt of the cancellation request, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G "Entire Agreement": If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. The Service Contract Administrator license number for TWG Innovative Solutions, Inc. is 121.
- (27) **In Utah:** Section 4.E "Dispute Resolution - Arbitration" is deleted in its entirety and replaced with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 4.F "Cancellation" is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non-payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the agreement number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed