

OMEGA FORCE APPLIANCE PROTECTION PLAN

AGREEMENT TERMS & CONDITIONS

This Protection Plan Agreement (“Agreement”) sets forth the terms and conditions under which we provide to you the services described below. This a legal contract, so all that follows is pretty formal. Hang in there and please read these Terms and Conditions carefully. There will be a quiz (just kidding). Coverage may be limited and certain exclusions apply.

We reserve the right to modify any terms in this Agreement, including price, with prior notice to you. This Agreement may be assigned by us without prior notice to you, and such assignment shall not constitute a change in the terms of this Agreement.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.

DEFINITIONS

- (a) “Plan” means the Omega Force Appliance Protection Plan, as applicable.
- (b) “You” and “Yours” means the resident or owner of the Eligible Residence covered by the Plan.
- (c) “We”, “Us” and “Our” means Omega Force Appliance Repair, 21897 S. Diamond Lake Rd. Suite 400
- (d) Rogers, MN 55374
- (e) “Agreement” means the agreement made up of these Terms and Conditions and the Enrollment Form executed by you.
- (f) “Authorized Repair Technician” means the person Omega Force Appliance Repair dispatches in response to your call. All Services must be performed by an Authorized Repair Technician.
- (g) “Eligible Residence” means a single-family residence located within our service area. If the Eligible Residence is a house, townhouse, condominium, apartment unit, modular home, or a manufactured home, it must be anchored to a permanent foundation and not moved for the duration of the Plan and applies only to the Equipment and systems serving the individual unit, not the common areas or shared systems in multiple unit dwellings.
- (h) “Enrollment Form” means the purchase order, invoice, or other order confirmation, pursuant to which you agree to purchase the Plan and which sets forth key terms such as the purchase price, billing frequency and covered equipment.
- (i) “Effective Date” means the date stipulated on the Enrollment Form.

PURCHASE PRICE

The total purchase price for the Plan, including applicable taxes and fees, is set forth on the Enrollment Form. Unless otherwise specified in the Enrollment Form, the purchase price is payable in 12 equal monthly installments during the Initial Term (as defined below). Your billing frequency and selected coverage are also set forth on the Enrollment Form.

SERVICES

The Plan covers the cost for the specific diagnosis and repair work itemized in this Agreement to repair the equipment specified on the Enrollment Form and rendered inoperable due to a mechanical failure caused by routine wear and tear subject to the applicable limitations and exclusions (the “Services”).

The decisions to repair or replace a part will be made by us, in our reasonable discretion. The Plan does not provide any service other than as specified in this Agreement. All service work under the plan, including parts and labor must be provided by an Authorized Repair Technician.

We will not reimburse you for service performed by someone other than one of our Authorized Repair Technicians.

All appliance repairs will be performed between the hours of 8AM and 4PM, Monday through Friday, excluding Holidays.

HOW TO REQUEST A REPAIR

- Phone: [763-390-6267](tel:763-390-6267)
- Email: mail@omegaforgeservices.com
- Online: omegaforceappliancerepair.com/protectionplan

To make a request for a repair you must contact us. You must notify us of a breakdown of a covered appliance as soon as the problem is discovered. Notice of any malfunction must be given to us prior to the expiration of this Agreement. We will not provide any services if we do not receive notice prior to the expiration of this Agreement.

ELIGIBILITY

The equipment eligible for coverage under the Plan is specified below (“Equipment”).

The Equipment must be located in an Eligible Residence and: (a) Located within the confines of the permanent foundation of an Eligible Residence; (b) Properly installed and in proper working order on the Effective Date; (c) Safely and easily accessible for diagnosis and repair by the Authorized Repair Technician; and (d) Located in a safe environment for the Authorized Repair Technician.

Coverage is for owned residential-use property, not commercial property or residential property converted into or utilized as a business or commercial property, including as a rental unit (Please contact Omega Force Appliance Repair for pricing on rental units). By permitting you to enroll in a plan, we do not make any express or implied warranties concerning your existing equipment or conditions. We may refuse to provide service or deny enrollment under the plan if eligibility requirements are not met. Following a thorough diagnosis, the Authorized Repair Technician shall make the determination whether the service is covered by the plan.

The Protection Plan does not cover any appliance which is missing the manufacturer’s original model and serial data plate. If the appliance is under manufacturer’s warranty, you must go through the manufacturer for repair.

All appliances must be inside the living space of a home that is climate controlled above 65 degrees. We do not cover any appliances in an attached garage, detached garage, pole barn or any other structure.

EQUIPMENT OPERATING CONDITION

Appliances covered under the Protection Plan must be in good operating condition at the time the Protection Plan coverage begins. Pre-existing conditions will not be covered under the Protection Plan. Omega Force reserves the right to refuse coverage on any appliance or equipment determined to have a pre-existing condition. If you have a service need within the first 30 days of enrollment, the repair will be completed, but defined as a “pre-existing condition” and billed at the regular service rate.

COVERED EQUIPMENT

Clothes Dryer

INCLUDED: All non-functioning components, parts, and hardware except:

EXCLUDED: Exclusions include, but are not limited to; cabinet, liner, drum, venting system, gas supply line, lighting, doors, pedestals.

Clothes Washer

INCLUDED: All non-functioning components, parts, and hardware except:

EXCLUDED: Exclusions include, but are not limited to; cabinet, liner, tubs, transmission, tub bearings/seals, drawers, lighting, doors, lids.

Dishwasher

INCLUDED: All non-functioning components, parts, and hardware, except:

EXCLUDED: Exclusions include, but are not limited to; cabinet, liner, racks, drain lines, water lines, doors, tubs.

Freezer

INCLUDED: All non-functioning components, parts, and hardware, ice maker and except:

EXCLUDED: Exclusions include, but are not limited to; cabinet, liner, all sealed system items or parts including compressor, doors, filters, shelves, drawers, bins, water supply line, lighting, cameras, displays.

Garbage Disposal

INCLUDED: All non-functioning components, parts, and hardware, except:

EXCLUDED: Exclusions include, but are not limited to; all plumbing issues.

Microwave Oven

INCLUDED: All non-functioning components, parts, and hardware, except:

EXCLUDED: Exclusions include, but are not limited to; cabinet, liner, racks, trays, doors, lighting, vent system.

Range or Wall Oven/Cooktop

INCLUDED: All non-functioning components, parts, and hardware, except:

EXCLUDED: Exclusions include, but are not limited to; cabinet, liner, racks, range hood/exhaust system, lighting, carbon monoxide testing, gas piping, induction units, glass, doors.

Refrigerator

INCLUDED: All non-functioning components, parts, and hardware, ice maker and water dispenser except:

EXCLUDED: Exclusions include, but are not limited to; all sealed system items or parts including compressor, doors, filters, shelves, drawers, bins, water supply line, lighting, cameras, displays, built in refrigerators.

COVERED BRANDS

<u>Admiral</u>	<u>Electrolux</u>	<u>Ikea</u>	<u>Magic Chef</u>	<u>Tappan</u>
<u>Amana</u>	<u>Estate</u>	<u>Inglis</u>	<u>Maytag</u>	<u>Westinghouse</u>
<u>Bosch</u>	<u>Fisher Paykel</u>	<u>Jenn Air</u>	<u>Montgomery Wards</u>	<u>Whirlpool</u>
<u>Caloric</u>	<u>Frigidaire</u>	<u>Kelvinator</u>	<u>Roper</u>	<u>Woods</u>
<u>Crosley</u>	<u>GE</u>	<u>Kenmore</u>	<u>Samsung</u>	
<u>Dacor</u>	<u>Gibson</u>	<u>Kitchenaid</u>	<u>Siemens</u>	
<u>Danby</u>	<u>Haier</u>	<u>LG</u>	<u>Speed Queen</u>	

Note: We will cover any garbage disposal brand, but it will be replaced with a current available brand of our choice.

GENERAL EXCLUSIONS

Equipment with existing design faults or that has been abused, tampered with or damaged due to corrosion, freezing, fire, lightning, electrical surge, explosion, earthquake, flood, storm, acts of war or other insurable risks or accidental damage or deliberate damage from vandalism or theft or damage resulting from the failure to follow the equipment's owner's manual is not covered under the Plan.

No Services will be provided if the Authorized Repair Technician is prevented from entering an Eligible Residence due to the presence of animals, insects, unsafe conditions, or if the equipment is not easily accessible, or is located outside of the permanent foundation of the Eligible Residence. The appliance must be accessible and serviceable.

The plan does not cover installation, disconnection and manufacturer-recommended maintenance or upgrades.

We will not reimburse you for work done by anyone other than an Authorized Repair Technician for services performed without our prior authorization. Unauthorized repairs may void this Agreement.

PART REPLACEMENT

All parts must be new, unopened parts in the original packaging and must be obtained from an approved parts distributor. The choice of parts to be used shall be at the sole discretion of the Authorized Repair Technician..

If parts are not available from an approved parts distributor, or OEM parts are no longer available, the machine is assumed to be at the end of its natural life.

TERM AND RENEWAL

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year. (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for additional one-year periods, unless either party provides written notice of non-renewal to the other party, no later than thirty (30) days prior the anniversary of the Effective Date. Any notice of termination must be sent to the address set forth in “How to Make a Claim” to be effective.

CHANGES TO TERMS OF SERVICE

We will provide you an email notification of any material changes to this Agreement 10 days in advance of the implementation of said changes. Notice will not be provided to you when changes are favorable to you or when changes are mandated by a regulatory agency. After notice of a material change, you may terminate this Agreement by providing written notice within the 30-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 30-day period, the change will be deemed accepted by you. If we discontinue the Plan, our liability will be limited to completing any repairs or parts replacements underway at the time the Plan is discontinued.

If you move to a new location, this Agreement will not transfer to the new location and you will need to enter a new agreement with us.

PAYMENTS

You agree to make monthly payment plus any applicable taxes, as stated on the Enrollment Form. This Agreement provides for the Electronic Fund Transfer for the purpose of making your monthly payment.

Monthly payments will be drafted from a preauthorized credit card on the day which you enrolled in each following month. You will not receive a monthly or annual bill.

If you fail to make payment when due for any reason, we may terminate this Agreement as set forth below. If your payments are not current, we may refuse to provide service under this Agreement. Except as otherwise specifically stated in this Agreement, including in the Buyer’s Right to Cancel section described below, your payments are non-refundable, even if you have transferred your residence.

In the event of your nonpayment during the Initial Term of this Agreement or your termination, without cause, of this Agreement prior to the end of the Initial Term, we shall be entitled to the full balance owed for the remaining portion of the Initial Term, except in the case of a timely termination under Minnesota or Wisconsin law as described below in the Buyer’s Right to Cancel section. In the event that we must institute a collection action in response to your non-payment, we shall be entitled to your payment of all of our attorney’s fees incurred as a result of the collection action process.

YOUR PAYMENT FOR THIS AGREEMENT WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. You must be current on all payments in order to be covered under this Agreement. We may terminate this Agreement if you fail to make any required payment on time, subject to the notice requirements set forth in the Termination section below.

No deductible applies to any service provided under this Agreement.

ONE YEAR AGREEMENT

You are purchasing the Repair Plan for one full year. Coverage begins when your enrollment is approved (“Effective Date”). It is payable in twelve equal monthly installments. You have committed until the end of the 12- month period as measured from the plan Effective Date. Unless you give Omega Force Appliance Repair a written notice within 30 days of the plan Effective Date, it is automatically renewed for successive months at the price, terms and conditions then in effect, until either Omega Force or you give thirty (30) days’ notice of its termination. Your payment signifies acceptance of this agreement. If you add additional coverage or additional appliances or equipment, or any additional options, within a contract year, the expiration date of your plan is extended to 12 months from the date the new coverage was added. Omega Force Appliance Repair reserves the right to change the plan or terminate customers due to fraudulence at any time.

TERMINATION

We may terminate this Agreement at any time by providing you with 15 days’ prior written notice, which will state the effective date of termination and the reason for the termination. If the termination is due to nonpayment, material misrepresentation, or substantial breach of your obligations, we may terminate this

Agreement with five (5) days' prior written notice.

You may terminate this Agreement by providing us written notice, to the address set forth in the section entitled "How to Request a Repair," within 30 days prior to the end of the Initial Term. There are no refunds for your enrollment prior to termination.

In the event the covered appliance or equipment suffers a total loss that is not replaced under the terms of this Agreement, you may cancel the Agreement and receive a pro rata refund of any unearned portion of your payments, less any claims paid.

BUYER'S RIGHT TO CANCEL

If you are a Minnesota resident, you may cancel this Agreement:

- **Within 20 days** after receiving it by **mail**, or
- **Within 10 days** if the Agreement is delivered to you **at the time of sale**,

and receive a **full refund**, provided that **no claims have been submitted** under this Agreement. No cancellation fee will be charged, and you will not be responsible for any remaining payments under this Agreement. Refunds will be issued within 45 days of our receipt of your cancellation request.

*If you are a Wisconsin resident, you may cancel this Agreement:

- **Within 20 days** after receiving it by **mail**, or
- **Within 10 days** if the Agreement is delivered to you **at the time of sale**,

and receive a **full refund**, provided that **no claims have been submitted** under this Agreement. If we do not issue a refund within 45 days of your cancellation, we will also include a penalty of 10% per month on the outstanding refund amount, as required by Wisconsin law.

Outside of this initial cancellation window, all annual or monthly contracts are a one year minimum regardless of moving out of the service area. After a one-year contract is completed, you may cancel this Agreement without liability, as provided in more detail on the Enrollment Form, within 30 days of the contract expiration date. You agree to provide us with a minimum of 30 days advance written notice of your cancellation or the Plan will auto renew for another one-year commitment.

WARRANTY AND LIABILITY

Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. If the Plan had been cancelled or terminated, our obligation will continue, with respect to labor and defective parts, for 60 days after the date of the original repair. **WE ARE NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC DAMAGES, OR FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE, OR THE INABILITY TO USE, THE EQUIPMENT TO THE EXTENT SUCH AS MAY BE DISCLAIMED BY LAW.**

All parts removed in connection with the Services become our property, and you agree to assign to us any assignable warranties available from any manufacturer or supplier of such removed part.

PERSONAL INFORMATION

We collect and use personal information about you in order to establish and manage our business relationship with you. We share such information about you with our Authorized Repair Technicians in order to provide service under your Plan. You give us your consent to disclose information about you for billing and/or supplying services to you under the Agreement, processing of past due accounts of yours which have been passed to a debt collection agency, and complying with a legal requirement.

In order to maintain privacy of account and other proprietary customer information, we may request you provide us with certain information to verify your identity. You, your spouse, and any authorized representative you may designate on the account will be required to provide such verification information before we will release any information related to your account or make any changes to the account.

Unless you tell us otherwise, you also give us your consent to use and disclose your personal information to make you aware of other products and services that may be of interest to you.

DISPUTE RESOLUTION

In the event of a dispute over a claim or coverage you agree to file a written claim with us and allow us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith, before resorting to mandatory arbitration. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions, you agree that:

- a. All disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, multiple plaintiffs, representative, or similar proceeding (Class Action). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
- b. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively in the state of Minnesota by the American Arbitration Association under its Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
- c. All claims, judgments and awards you have against us shall be limited to actual out-of-pocket costs incurred to a maximum of \$1,200 per claim (the “Cap”), but in no event shall attorney’s fees be recoverable. In no event shall we be liable to pay you more than the Cap.
- d. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, up to the Cap, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

MISCELLANEOUS

- a. This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of Minnesota without regard to the conflict of laws provision thereof.
- b. If a dispute arises out of this Agreement and cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by mediation before resorting to Arbitration. The fees for the mediation will be borne equally by the parties.
- c. This Agreement, together with the signed Enrollment Form, make up the entire agreement between you and us. There are no other written or verbal representations, rights, obligations, or inducements (including those of sales agents) that are binding on us.
- d. Disputes or complaints about the Services provided by us or this Agreement should be directed to (763) 390-6267.
- e. We may assign this Agreement, in whole or part, or any of our rights and obligations hereunder, or pledge the Agreement or proceeds thereunder as security for any obligation, without your consent, to the fullest extent allowed by law. Upon such assignment, you agree that we shall have no further obligation under this Agreement. This Agreement is not assignable by you without our prior written consent. Any action we take or fail to take does not mean that we give up any of our rights under this Agreement.
- f. We will make commercially reasonable efforts to fulfill our obligations under this Agreement. Certain causes and events that are out of our reasonable control (“Force Majeure Event(s)”) may result in our inability to perform under this Agreement. If we are unable to perform our obligations, in whole or in part,

due to a Force Majeure Event, then our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall we be liable to you for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to, acts of God, fire, war, flood, earthquake, acts of terrorism, pandemic, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, or any other cause beyond our reasonable control.

- g. If you smell gas or suspect there is a gas leak, leave the premises immediately and call your gas company from outside.
- h. By the signature on the Enrollment Form, the signer represents that they have thoroughly read this Agreement and are the owner or authorized corporate officer of the Eligible Residence who is authorized to obligate and pay for provided services, and if the company fails to fulfill its obligations, then the signatory shall be personally liable and hereby personally guarantees payment.
- i. Discounts, rebates, or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates.

Our obligations under this Agreement are backed only by the full faith and credit of Omega Force Appliance Repair and are not guaranteed by a third party, contract reimbursement insurance policy, or performance bond.

CREDIT CARD PAYMENT INFORMATION

Any MasterCard, Visa, or Discover charges must be contested within 20 days of service or charges cannot be reversed. Omega Force will provide billing or repair information to the owner of the appliance and/or the individual that signed the invoice and paid for the repair. Any other person must have a notarized statement from the homeowner to release information due to confidentiality laws.

LANDLORD & TENANTS TERMS AND CONDITIONS

Landlords, click here to get to the sign-up page for rental properties.

All plans and unit warranties must be scheduled by the landlord, owner, or manager of the unit under warranty.

Tenants cannot schedule their own service call online or by phone.

Coverage will be terminated if owner does not disclose upfront rental units, and no refund will be issued.

THIS ENDS ALL THE LEGAL STUFF
Whew! You made it. Nice work!
