

MIDWEST

Factory Assurance

EXTENDED WARRANTY AGREEMENT

The Corken Steel Products Company D/B/A Midwest Factory Assurance (hereinafter "MFA") and * _____ (hereinafter "Purchaser") hereby enter into this Agreement this * _____ day of * _____, 20 __, for the purpose of providing extended warranty protection with respect to certain MFA HVAC products specifically identified in this Agreement.

Contractor Name/Address/Contact Info (hereinafter "Contractor")	Purchaser Name/Address/Telephone Number/ E-Mail Address

Brand	Model Number	Serial Number	Description

Product	2 Year Extended Labor Plan Code	5 Year Extended Labor Plan Code	10 Year Extended Labor Plan Code	12 Year Extended Labor Plan: Parts Years 11, 12
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Mark all appropriate boxes that apply

Air Conditioner	<input type="checkbox"/>	ELWAC02	<input type="checkbox"/>	ELWAC05	<input type="checkbox"/>	ELWAC10	<input type="checkbox"/>	ELWAC12
Heat Pump	<input type="checkbox"/>	ELWHP02	<input type="checkbox"/>	ELWHP05	<input type="checkbox"/>	ELWHP10	<input type="checkbox"/>	ELWHP12
Furnace	<input type="checkbox"/>	ELWFN02	<input type="checkbox"/>	ELWFN05	<input type="checkbox"/>	ELWFN10	<input type="checkbox"/>	ELWFN12
Air Handler	<input type="checkbox"/>	ELWAH02	<input type="checkbox"/>	ELWAH05	<input type="checkbox"/>	ELWAH10	<input type="checkbox"/>	ELWAH12
Coil	<input type="checkbox"/>	ELWCL02	<input type="checkbox"/>	ELWCL05	<input type="checkbox"/>	ELWCL10	<input type="checkbox"/>	ELWCL12

ICP Warranty Registration Number: _____

All products must be registered with ICP (Tempstar/Comfortmaker) prior to registering for Extended Warranty.

The Equipment outlined above as covered by this Agreement was installed on * _____ ("Installation Date"). This Agreement covers Labor from Contractor, or another registered service Contractor designated by MFA, for covered repairs from * _____ to _____. This Agreement covers Parts for covered repairs from * _____ to _____. All Parts covered under this Agreement must be purchased by Contractor, or another registered service Contractor designated by MFA, from MFA. **Contractor has the obligation to provide the labor covered by this Agreement from the Installation Date to one (1) year after the Installation Date.**

***These are required fields to be completed in typeface (not handwriting). If the field does not apply to this Agreement, it must be marked "one" or "n/a."**

Agreement will not be effective until all fields indicated are completed, payment is received by Corken from Contractor, and Purchaser receives an activation notification from Corken.

This Agreement is effective as of the Installation Date of the equipment listed above. Purchaser must activate their ten (10) year manufacturer's warranty on all equipment listed above as being covered under this Agreement by completing the registration requirement of said equipment directly with the manufacturer. Failure of Purchaser to activate ten (10) year warranty on any of the equipment listed above shall result in that equipment not having

a parts warranty between the time period of five (5) years and ten (10) years from Installation Date. MFA will have no obligation to provide Purchaser with any parts warranty between the time of expiration of any applicable manufacturer's warranty and ten (10) years from Installation Date.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFA and Purchaser agree to be bound by the following terms and conditions.

1. WHAT IS COVERED:

In consideration of payment of Agreement price, this Agreement provides for either the repair or replacement of the covered product(s) as described subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses excluded in this Agreement. The covered product (or products) under this Agreement are set forth on page 1 of this Agreement. In the event of any conflict between this Section and the description on page 1, the description on page 1 shall control. The coverage of this Agreement is limited to the labor to replace the below items unless the Parts Extended Warranty for years eleven (11) and twelve (12) has been purchased.

- a) **Air Conditioner** – Compressor; Capacitor; Contactor; Drier; Start/Assist; Service Valve; Circuit Board; Spring; Crank Heater; Cond Coil; Leak – Restriction; Header/ Dist./ Manifold; TXV; Motor (Cond Fan / Blower); Module / ECM; Capacitor; Fan Blade; Motor Mount; and Control Board; Thermostat supplied by Air Conditioner manufacturer at time of purchase of Air Conditioner.
- b) **Heat Pump** – Compressor; Capacitor; Accumulator; Contactor; Drier; Service Valve; Reversing Valve; Circuit Board; Spring; Crank Heater; Cond Coil; Leak – Restriction; Header/ Dist./ Manifold; TXV; Motor (Cond Fan); Module / ECM; Capacitor; Fan Blade; Motor Mount; and Control Board; Thermostat supplied by Heat Pump manufacturer at time of purchase of Equipment.
- c) **Furnace** - Heat Exchanger; Burner; Comb/Vent Blower; Gas Valve; Igniter/Electrode; Nozzle; Orifice; Pilot/ Flame Sensor/ Rod; Blower; Wheel; Motor Mount; Blower Assembly; Motor (Blower); Module / ECM; Capacitor; Blower Wheel; Motor Mount; and Control Board; Thermostat supplied by Furnace manufacturer at time of purchase of Furnace.
- d) **Air Handler** - Orifice; Blower; Wheel; Motor Mount; Blower Assembly; Motor (Cond Fan / Blower); Module / ECM; Capacitor; Blower Wheel; Motor Mount; Control Board; Evaporator Coil; Leak – Restriction; Header/ Dist./ Manifold; Drier; Drain Pan – Primary Only; and TXV Expansion; Thermostat supplied by Air Handler manufacturer at time of purchase of Air Handler.
- e) **Coil** - Evaporator Coil; Leak – Restriction; Header/ Dist./ Manifold; Drier; Drain Pan – Primary Only; and TXV Expansion.

2. Maintenance Requirement: Purchaser must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Purchaser's Agreement in force. Evidence of proper service, when required by Corken, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement. MFA will not be responsible for damage or repairs resulting from a lack of periodic maintenance and servicing, or from misapplication, faulty installation, abuse or misuse, improper servicing or alterations, unauthorized alteration, or improper operation.

3. Claim Submission: Upon inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the Contractor should repair the failure and proceed per the program guidelines and submit the claim along with proper documentation. Purchaser must sign all service invoices upon completion of the repair.

4. Hours of Service: Repair service and service calls will be made during normal working hours of the service Contractor. MFA does not cover overtime rates.

5. Terms: This Agreement shall commence upon the date of Equipment purchase. This Agreement must be purchased within sixty (60) days of Equipment Purchase. The product manufacturer has responsibility for replacement or repair of the covered parts during the manufacturer's warranty period. The Contractor has responsibility for the labor for replacement or repair of covered parts during the Contractor's Labor Warranty. Therefore, this Agreement only provides coverage after the manufacturer and Contractor warranties have expired.

6. Limit of Liability: The total amount that MFA will pay for repairs made in connection with all claims that Purchaser makes pursuant to this Agreement shall not exceed the purchase price of the product less taxes, or MFA's limit of liability table [see attached Exhibit A Extended Warranty Program Max Payout Reimbursement Schedule incorporated herein by reference], whichever is less. In the event that MFA make payments for repairs, which in the aggregate, are equal to the product Purchase Price, or MFA replaces the product with a new, rebuilt or refurbished product of equal or similar features and functionality, MFA will have no further obligations under this Agreement.

7. SERVICE REQUEST: If the equipment covered by this Agreement fails to work, please contact the registered servicing Contractor noted on this Agreement for the diagnosis and/or repair of the equipment. MFA reserves the right to designate another registered servicing Contractor.

8. Purchaser Records: Purchaser may be required to provide proof of purchase as a condition for receiving service under Agreement. Purchaser's original purchase receipt and this Agreement should be kept in a safe place.

9. If MFA does not receive payment from Contractor for this Agreement, MFA shall not be obligated to provide any coverage under this Agreement. Further, if any of the fields marked with an "*" on the first page of this Agreement are not completed in typeface (not handwriting) or the field is not marked "none" or "n/a", this Agreement will not be effective until all fields indicated are completed and acknowledged by Purchaser. **This Agreement will not be effective until all fields indicated are completed, payment is received by MFA from Contractor, and Purchaser receives an activation notification from MFA.**

10. Information regarding the original install date of the product must be correct. Inaccurate information regarding install date may result in the product being ineligible for coverage. MFA reserves the right to inspect the product at any time to determine eligibility for coverage.

11. The product to be covered under this Agreement has a specific make, model, and serial number each of which is designated at time of manufacture. The information can be found on each product. It is Purchaser's responsibility to verify the exact information for each product to be covered. If it is determined at time of claim or at any time during the term of the Agreement that the make, model, and serial number(s) do not match the information contained in Agreement, coverage may be declined.

12. MFA will not be responsible for failure to operate due to, but not limited to, voltage conditions, blown fuses, open circuit breakers, or other damage due to inadequacy or interruption of electrical service.

13. MFA will not be responsible for loss, damage, repairs, or maintenance required as a result of water, hail, theft, earthquake, riot, winds, fire, lightning, accidents, corrosive atmosphere, or other conditions beyond the control of MFA.

14. MFA will not be responsible for services made mandatory by change in federal, state, or local regulations.

15. MFA will not be responsible for the finishing of cabinet parts, bases, mountings, decorations, trim, remote condensate pumps and electrical service or drains external to the covered equipment.

16. MFA will not be responsible for additional or unusual utility bills incurred due to any malfunction or defect in the equipment covered by this Agreement.

17. MFA will not be responsible for any expenses incurred by the Purchaser for parts and labor which were not provided by Contractor who is registered on this Agreement or another *Contractor registered with MFA*.

18. MFA will not be responsible for any expenses incurred by the Contractor in performing under this Agreement due to inaccessibility of the equipment covered by this Agreement.

19. Limitation of Liability and Remedies: TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONSEQUENTIAL DAMAGES FOR INJURY TO THE PERSON OR DAMAGE TO PROPERTY ARE EXCLUDED AND MFA SHALL NOT BE LIABLE TO CONTRACTOR, PURCHASER, ANY OTHER MFA AUTHORIZED CONTRACTOR, OR ANY OTHER PARTY FOR SUCH DAMAGES THAT WOULD OTHERWISE FLOW FROM BREACH OF THIS AGREEMENT.

20. Loose nuts, bolts, wires, and insulation are not covered by this Agreement. Noise, vibrations, and adjustments are not covered under this Agreement. Fuses external to the equipment are not covered by this Agreement. Repairs because of installation error are not covered by this Agreement. Repairs resulting from a lack of proper maintenance are not covered by this Agreement. Normal, periodic, or preventative maintenance service are not covered by this Agreement. Equipment not meeting the specification set by the manufacturer and the Air Conditioning and Refrigeration Institute are not covered by this Agreement.

21. This Agreement only covers equipment less than or equal to five (5) tons installed in a single-family dwelling/condominium occupied by one (1) family and where business is not conducted.

22. Coverage is limited to the equipment itself and does not cover ductwork, field piping, etc.

23. Capacitors and contactor replaced during maintenance calls are not covered by this Agreement and is not considered a covered claim.

24. THE FOLLOWING IS NOT COVERED: Any equipment located outside the United States of America; Equipment sold without a manufacturer's warranty; Refurbished products; Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes, and surges, incorrect wiring, non-connected/loose wires, field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes); Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non-factory welds; Cosmetic damage to case or cabinetry or other non-operating parts or components including corrosion or oxidation; Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product; All pre-existing conditions that occur prior to the effective date of this Agreement; Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements; Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used; Failures of products caused by any installation that prevents normal service; All cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment; Failure to use reasonable means to protect Purchaser's product from further damage after a failure occurs; Product(s) with removed or altered serial number; Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturer's specifications but still providing proper heating and cooling; Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise); Systems or component(s) that are covered by a manufacturer's warranty, insurance, or another service contract; Consequential

damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts; Service required as a result of any alteration of the equipment or repairs made by anyone other than Contractor, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer; Charges related to "No problem found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non-failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures; thermostats not supplied by Equipment manufacturer at time of purchase of Equipment; Services made mandatory by changes in Federal, State, or local regulations; Clogged drain line, electrodes, nozzles, or gaskets are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring; Thermostat calibration and/or software updates, incorrect wiring, and dead batteries; Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education; Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of nature; Special tooling, blocks, tackle, dollies, and scaffolding; Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment; Premium service cost over normal service charges. Items located outside the installed unit's cabinet; Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of Purchaser; Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices; Dirty Sock Syndrome or odors; Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment; or scratched where integrity of paint applied is compromised; Failures caused by any contaminated fuels, oils, coolants, or lack of proper fluid amounts; Transportation deemed abnormal; Equipment that has been moved from original address such as mobile homes, etc.; Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.); Refrigerant used during diagnostic leak checks, or for temporary cooling/heating.

25. Non-Renewable. This Agreement is not renewable.

26. Non-Transferable. This Agreement is not transferrable to subsequent owners of the equipment. This Agreement is valid only for Purchaser during the time period Purchaser is the owner of the equipment.

27. Non-Refundable: This Agreement is nonrefundable. No refund will be given for any portion of the amount paid for this Contract.

28. Insured Agreement: This is not an insurance policy. However, MFA is maintained by a performance bond to insure MFA's performance under this Agreement. In the event MFA ceases to operate, becomes bankrupt, or fails to pay any claim or fails to replace the product covered under this Agreement within sixty (60) days after the product has been returned, Purchaser is entitled to make a direct claim against the insurer, Platte River Insurance Company, 1600 Aspen Commons, Suite 300, Middleton, Wisconsin, 800-475-4450.

29. SUBROGATION: In the event that coverage is provided under this Agreement, MFA shall be subrogated to all the rights Purchaser has to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and Purchaser shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. Purchaser shall do nothing to prejudice those rights. Further, all amounts recovered by Purchaser for which Purchaser has received benefits under this Agreement shall belong to, and be paid to MFA, up to the amount of benefits paid under this Agreement. MFA shall recover only the excess after Purchaser is fully compensated for Purchaser's loss.

30. ENTIRE CONTRACT: This Agreement, together with the exhibits attached hereto, constitutes the entire agreement and understanding among the parties and supersedes any prior written or oral agreements, promises and understandings between them respecting the subject matter of this Agreement. This Agreement may be amended or modified only in writing, signed by both Parties.

31. SPECIAL STATE DISCLOSURES:

Regulation of service plans may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where Purchaser lives shall automatically be modified in conformity with applicable state laws and regulations. The following state specific requirements apply if Purchaser's Agreement was purchased in one of the following states and supersede any other provision of Purchaser's Agreement terms and conditions to the contrary.

INDIANA only:

Purchaser's proof of payment to the issuing Contractor for this Agreement shall be considered proof of payment to the insurance company who guarantees MFA's obligation to Purchaser. This Agreement is not insurance and is not subject to Indiana insurance law.

This ____ day of _____, 20__.

Accepted:

Purchaser (Homeowner)

Signed: _____

Name(print): _____

The Corken Steel Products Company
Distributor d/b/a Midwest Factory Assurance

Authorized Service Contractor
Company: _____

Signed: _____

Name(print): _____

Title: _____

Signed: _____

Name(print): _____

Title: _____