



Limited Labor Warranty Terms & Agreement

1. **LABOR WARRANTY AGREEMENT PROVIDER/ OBLIGOR:** The Service Agreement Provider listed within this Service Agreement is Henry's Plumbing, Inc., 4080 Vincent Station Dr., Owensboro, KY 42303. Telephone: (270) 926-4367.

2. **DEFINITIONS:**
 - "We", "Us" and "Our" shall mean the Provider (Henry's Plumbing, Inc.).
 - "You" or "Your" shall mean the *Purchaser* of the Warranty Agreement.
 - "Labor Warranty Agreement" ("Agreement") shall mean this document combined with the purchaser's original receipt (of purchase). Please retain a copy of both the receipt and the Warranty Agreement for your records and for validation if requested.
 - "Administrator" shall also be "Henry's Plumbing, Inc., 4080 Vincent Station Dr., Owensboro, KY 42303.
 - "Service Agent" is the company that will be making the repairs covered under this Labor Warranty Agreement. This will be Henry's Plumbing, Inc.
 - "Listed Equipment" is the equipment that is described and/or recorded within either this document or the "Declaration Page" of the Labor Warranty Agreement. Description should include the Product(s)/Equipment Manufacturer, Model Number and Serial Number.

- “Warranty Registration Certificate” is the document you receive upon purchase of a Labor Warranty Agreement which lists the buyer, the equipment covered, and the term of the

For questions about this agreement, or to file a claim, please contact the Administrator by calling 270-926-4367 during normal business hours (M-F, 7:00am-4:00pm CST).

3. **DEDUCTIBLE:** There is NO deductible under this Labor Warranty Agreement.
4. **WHAT IS COVERED:** In consideration of successful payment of the Labor Warranty Agreement price, and while within the designated timeframe this Labor Warranty Agreement is valid, this Agreement provides the Purchaser with Equipment/Product Repair Labor (only) for the repair or replacement of the product(s) or equipment listed within this Agreement and purchased at the time this Labor Warranty Agreement was purchased. Such Equipment/Product Repair Labor is limited to repairs caused by mechanical failure of listed equipment only, and is valid only on Equipment/Product(s) that have records of being properly maintained as directed within the Operations & Maintenance Manual. The product manufacturer has primary responsibility for warranting parts for the covered product/equipment during the manufacturer’s parts warranty period. Warranty Repairs covered and listed above are limited to repairs made during normal business hours, which currently are Monday-Friday, from 7:00am-4:00pm, Central Standard Time.
5. **WHAT IS NOT COVERED.** This Labor Warranty Agreement does not cover actual parts pertaining to the equipment this warranty is assigned to, as the warranty of parts is the responsibility of the Equipment Manufacturer. Equipment Repair Labor covered within this Labor Warranty Agreement is limited to repairs made to the original equipment/product(s) listed on the Warranty Registration Certificate, and such coverage does NOT apply when the following conditions/circumstances exist:
 - Damage caused by External Circumstances and/or Acts of God or Acts of Nature (which would normally be covered under the owner’s Homeowner’s/Business Insurance). This includes but is not limited to:
 - i. Repair or replacement necessitated by any cause other than normal use and operation of the product in accordance with the manufacturer’s specifications and owner’s manual.
 - ii. Any/All Refrigerant Charges needed during repair of equipment.
 - iii. Flooding and/or Water Damage,

- iv. Fire or Smoke Damage,
 - v. Damage from a Lightning Strike, tornado, hurricane, tree limbs/branches impeding operations, etc.,
 - vi. Damage caused by Frozen Condensate Lines and/or damage cause by Ice forming on/within equipment.
 - vii. Damage from faulty electrical connections/protections, or other electrical issues not initiated by the equipment/product covered,
 - viii. Cosmetic damage to case or cabinetry or other non-operating parts or components including corrosion or oxidation,
 - ix. Damage caused by Pets or Animals (including chewing wires, acidic pet urine on coils, ant/bug infestations, etc.),
 - x. Damage resulting from lack of proper and regular Maintenance and Care,
 - xi. Damage resulting from Vandalism,
 - xii. Improper equipment modifications,
 - xiii. Unauthorized repairs (from other contractors, etc.),
 - xiv. Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment
 - xv. Any utilization of equipment/product(s) that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used,
 - xvi. Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment; any accessories, supplies, or items external of the equipment/product(s) listed on the Declarations Page.
- Service Requests wherein the issue found is not pertaining to equipment failure, equipment functionality, or installation issues, but instead is related to:
 - i. Existing Building Envelope issues
 - ii. Homeowner equipment usage error or practices
 - iii. Service Requests wherein no issue was found.
 - After-Hours Service Requests. All Repairs covered under this Labor Warranty Agreement are to be completed during normal business hours. Any/All After-Hours requests will be charged our After-Hours rates/fees.

PLEASE NOTE: Service Requests that fall under these categories listed in Section 5 above will be billed at our normal hourly rate of \$125.00 per hour (from point-to-point/dock-to-dock) and payable at the time of service. All After-Hours service

requests will be billed at our After-Hours rates.

6. **MAINTENANCE REQUIREMENT:** The Purchaser must be sure to maintain the equipment/product(s) in accordance with the Maintenance and Service requirements set forth by the manufacturer (usually found in the Operations and Maintenance Manual) to keep Your Labor Warranty Agreement in force/effect. Evidence of proper Maintenance - when requested or required by Administrator - must be submitted in the event of a claim. Failure to maintain the Equipment/Product(s) in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.
7. **CLAIM SUBMISSION:** Upon Request for Service and/or Service Agent's inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the Service Agent should repair the failure and proceed per the program guidelines, submitting an itemized claim along with proper documentation to the Administrator. You (*Purchaser*) must sign all service invoices upon completion of the repair to verify that all work has been completed.
8. **HOURS OF SERVICE/REPAIR:** All Repair service and service calls will be made during normal working hours of the Service Agent. This Warranty Labor Agreement does not cover any form of 'Overtime' or 'After Hours' rates.
9. **TERMS:** This Labor Warranty Agreement shall commence/begin upon the date listed on the Declaration Page entitled "Coverage Start Date". The Agreement then continues through the terms listed within until the "Expiration Date" listed within the Declaration Page. See Declaration Page for "Coverage Start Date" and "Expiration Date". This Labor Warranty Agreement is only valid for the equipment listed on the Declaration Page of the agreement.
10. **TRANSFERABILITY:** This Labor Warranty Agreement is NOT transferable; it is only valid for the original purchaser and the original equipment, and is only valid through the original term.
11. **OBTAINING SERVICE:** If the product you purchased (in conjunction with this Labor Warranty Agreement) requires service, call the Administrator at 270-926-4367. Upon calling for Service, the Purchaser may be asked to provide the Agreement number, as well as to explain the problem being experienced with the Equipment/Product(s). If possible, the Administrator may attempt to resolve the

problem you are experiencing over the telephone. If the Administrator cannot resolve the problem, they will schedule a Service Call on your behalf with a Service Technician. If you encounter an issue attempting to get support from Your Service Agent, contact Us at 270-926-4367 for additional support.

- 12. **LOSS OF USE:** This Labor Warranty Agreement does not cover any loss of use during the period that the product is at the repair center or otherwise awaiting parts.
- 13. **WAITING PERIOD:** This Labor Warranty Agreement does not contain any Waiting Period of any type and begins on the day the equipment/product(s) is installed.
- 14. **ENTIRE CONTRACT:** This Warranty Labor Agreement, together with Your Purchase Receipt and Registration Certificate sets forth the entire contract between the Purchaser and the Provider alone and no representation, promise or condition not contained herein shall modify.

Acceptance of Agreement

– By checking this box and signing below, I hereby agree to the terms and conditions contained within this Limited Labor Warranty.

Name: _____ Date: _____

Signature: _____

For Office Use

Policy/WO# Number: _____ Date Policy Issued: _____

Employee Issuing Policy: _____