

**CANCELLATION**

This Plan includes a 30-day free look period beginning on the date of purchase. If you choose to cancel within this period, you must notify the selling retailer within thirty (30) days of the purchase date. Upon timely cancellation, you will receive a full refund of the purchase price of the Plan.

# Don's Appliances

*Exceptional Brands and Service Since 1971*



**CONGRATULATIONS**

### What is a Service Plan?

It is the most economical way to extend the terms of your product's manufacturer's parts and labor warranty.

### Why choose Service Protection?

Most Manufacturer-Limited Warranties leave our customers with no protection against the rising cost of repairs after the first year of ownership.

### Why should I buy a Service Plan?

Even the best products can eventually malfunction and most minor repairs can cost hundreds of dollars. This Plan prevents the hassle of unexpected repair bills.

### How do I obtain service?

Obtaining service is simple, call Us at **866-544-1711 Ext. 154.**

#### Features & Benefits\*:

**Fully Insured Coverage**

**Repair or Replace Promise**

**In-Home Service Where Available**

**Surge Protection\* • Transferable**

**No Lemon Guarantee • No Deductibles**

**No Hidden Charges**

\*Limitations and exclusions apply. See terms and conditions for full service agreement details.

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**ENJOY THE BENEFITS OF EXTENDED PROTECTION**



**PLEASE KEEP IN A SAFE PLACE**

**ENCLOSED ARE YOUR: PROOF OF PURCHASE & CONTRACT TERMS AND CONDITIONS.**



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## EXTENDED REPAIR SERVICE CONTRACT

### REVISION & EFFECTIVE DATE

These Terms and Conditions constitute a revision of the existing Terms and Conditions and shall become effective on March 23, 2026 (the "Effective Date"). This revised version applies only to warranties purchased on or after the Effective Date and shall remain valid and enforceable for the duration of the applicable warranty period. Warranties purchased prior to the Effective Date shall continue to be governed by the Terms and Conditions in effect at the time of purchase.

### CONGRATULATIONS

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a Don's Appliances Service Plan (the "Plan"). This Plan is an agreement between Don's Appliances ("Obligor"), and you, the purchaser. "We", "Us" and "Our" refers to Don's Appliances.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Obligor, We will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

### PRODUCT ELIGIBILITY

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers consumer products for home use, purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original warranty must provide at least 90 days parts and labor coverage. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially unless a Commercial Plan has been purchased. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Plan and will be canceled. There is no deductible under this Plan.

### COVERAGE

The Plan term begins on the date of product purchase or date of installation by Us (proof of installation date will be required if different from product purchase date) and continues for five (5) years from the date of purchase or date of installation. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but may provide certain benefits during the term of the manufacturer's warranty. Actual service coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer's warranty expires, this Plan will furnish replacement parts and/or labor necessary to restore your covered product to standard manufacturer's operating condition. If service is required because of a product failure during normal usage, the Obligor has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most We will pay on any single repair to your covered product or its replacement is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and We have the option to offer an additional extended service contract on the replacement product. If the covered product is not repairable and a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Obligor shall be excused from performance here under and you shall receive a full refund of the purchase price paid by you for the Plan less claims paid, if any. Replacement products may be new or rebuilt products. In no event shall the Obligor be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Obligor owns all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center. Failure to pay any such related charges will result in termination of any further coverage under the Plan.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the lesser of (1) cost of authorized repairs, (2) cost of product replacement with a product with comparable performance, (3) cost of reimbursement for repairs or replacement authorized in advance by Obligor or (4) the price that you originally paid for the product. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT COVERED. In the event that the total of any and all authorized repairs and other coverage (e.g. surge protection reimbursement, etc.) exceeds the purchase price paid for the product, or we replace the product, we shall have satisfied all of our obligations under this Plan.

### SPECIAL FEATURES

**Food Loss** - To receive coverage for food loss, the failure of your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to \$100.00 per qualified service repair. A food loss claim is not eligible to be paid if there was a previous food loss claim paid within the last 30 days. All food loss claims will be applied against the limit of liability of this contract. To receive payment, you must have the appliance repaired by Us and you may be required to submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.

**Power Surge** – This feature protects your covered product against damage or defects caused by a power surge up to a maximum of the lower of \$500.00, or the replacement cost of the product over the life of the contract while your covered product is properly connected to a surge protector approved by the Underwriter's Laboratory for the appropriate capacity of the covered product. A UL-approved surge protector is not required for Major Appliances. Notwithstanding anything herein to the contrary, power surge coverage is NOT available for residents of Ohio.

### NO LEMON GUARANTEE

If the Covered Product has undergone three completed service repairs for the same issue and each repair was completed on a separate service invoice of which was closed out by a technician who confirmed that the appliance was repaired and if the corresponding service invoices and the customer's notifications to Don's Appliances regarding each repair and any subsequent service requests were submitted at least thirty (30) days apart from the completion date of the prior repair for that same issue, and if the issue first arose after the expiration of the manufacturer's warranty, and a fourth repair is required for the same issue within any twelve (12) month period, Don's Appliances may send a technician to confirm the same issue has recurred as determined by us, then we may, at our sole discretion, either replace the Covered Product with a product of like kind and quality which may differ in features or value due to technological advancements or provide a cash settlement equal to the original purchase price of the Covered Product, excluding installation and taxes, less any previously billed service repair costs or other claims incurred under this warranty.

In the event a replacement product is provided, the customer shall be responsible for paying any balance due if the price of the replacement product exceeds the original purchase price of the Covered Product, after subtracting the cost of any service repairs or other claims previously billed under this warranty. The original purchase price referenced herein excludes any charges for installation or taxes.

For the purposes of this clause, service events such as preventative maintenance, manufacturer or service recalls, cleaning, product diagnostics, customer education, accessory repairs or replacements, computer software issues, and unauthorized repairs performed outside of the United States shall not be considered service repairs.

Once the Covered Product is either replaced or a cash settlement is issued, this contract shall be deemed fulfilled, and all coverage under this warranty shall terminate.

The No Lemon Guarantee applies only to Covered Products with a selling price (before any discounts) of less than \$7,500, as shown on the sales invoice. Covered Products with a selling price of \$7,500 or more are not eligible for the No Lemon Guarantee.

### SERVICE LOCATION

**On-site Service:** If your covered product needs on-site repair, call Us toll free at 866-544-1711 Ext. 154 to arrange for service. An adult of legal age must be present at the location where on-site service will occur. On-site service is available only for Covered Products located within a fifty (50) mile radius of an authorized Don's Appliances service center. Additional locations are eligible for on-site service only if the product's zip code appears in the Additional Supported Zip Codes list below. For Covered Products situated beyond such radius, or not listed in the Additional Supported Zip Code section, on-site service is expressly excluded from coverage under this warranty. In such cases, the Customer shall be solely responsible for the transportation of the Covered Product to and from an authorized Don's Appliances repair facility, including all associated costs and expenses.

While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair may not be possible in all instances. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service Technician.

**Carry-in Service:** If your covered product needs carry-in repair, call Us toll free at 866-544-1711 Ext. 154 to arrange for service. While most products can be repaired locally some products, due to their sensitive, technical nature, may require the controlled environment of a factory authorized service center. In such an event, You are responsible for transporting your product to the service center. The product may be carried into or shipped (postage pre-paid and insured) to the service center. The product will be returned to you at no additional cost, if an authorized service is performed.

### ADDITIONAL SUPPORTED ZIP CODES

In addition to the fifty (50) mile service radius from an authorized Don's Appliances service center, products purchased and located in the following Pennsylvania zip codes are eligible for on-site service under the terms and conditions of this Plan:

16124, 16133, 16137, 16153, 16159.

### IF YOUR PRODUCT NEEDS REPAIR

If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call Us toll free at 866-544-1711 Ext. 154 for authorization for repairs to be made. For on-line service log onto [www.donsappliances.com](http://www.donsappliances.com). For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to the service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized services or others.

•Do not return the covered product to your individual retail location unless We instruct you to do so.

•When you receive authorization for repairs, a copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.

•If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.

•While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

### IMPORTANT CONSUMER INFORMATION

If the covered product is exchanged by the manufacturer or retailer, you must advise the Obligor in writing or call Us at 866-544-1711 Ext. 154 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. If you transfer ownership of the covered product, this Plan may be transferred by sending to the Obligor to the address above, the name, address, and phone number of the new owner within 10 days of the transfer along with a \$25.00 transfer fee. The cancellation provisions of the Plan apply only to the original purchaser of the Plan.

The Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these terms, except as required by law.

### EXCLUSIONS FROM COVERAGE

The Plan does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to Plan issuance); improper packaging and/or transportation damage during shipment to the service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; battery failure or leakage; collision with another object collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, ribbons, belts, gaskets, drums, or any other parts or materials which are designed to be consumed during the life of the covered product; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to product attachments not provided by the manufacturer or included in the original sale; failure to reset timer after a lamp replacement; or exploding or dimming lamps; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer); removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge unless covered as further defined in the Special Features section of this document; any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance.

Other exclusions include, but are not limited to: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consequential damages or delay in rendering service under this Plan, or loss of use during the period the covered product is at an authorized repair facility or otherwise awaiting parts; unit abuse or for any other reason; all products and proponents that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational or public use purposes or offered on a rental basis; equipment sold without a manufacturer's warranty or "as is". This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements.

### ADDITIONAL CUSTOMER RESPONSIBILITY FOR WARRANTY COVERAGE:

To remain eligible for warranty coverage, the customer is required to properly maintain and care for the product in accordance with the manufacturer's instructions, including cleaning the product as directed in the product manual. In the event that the product becomes damaged, the customer is responsible for taking reasonable steps to prevent any additional damage to the product or the surrounding environment. Warranty coverage also requires that the customer's account is current, with no outstanding invoices owed to Don's Appliances or its affiliated companies. The Covered Product must be free of rodent or insect infestations at all times. Furthermore, the customer must provide a safe, respectful, and non-threatening environment for all Don's Appliances office staff and service technicians during service visits or any related interactions.

### DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall We, be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Plan is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

### OUR RIGHT TO RECOVER PAYMENT

If you have a right to recover against another party for anything we have paid under the Plan, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.