



HARVEY JAXON

HARVEY JAXON PREMIUM SERVICE PLAN

Terms and Conditions

Effective Date: April 14, 2025

MULTI-STATE LEGAL AGREEMENT

ACCEPTANCE OF TERMS

By purchasing this Premium Service Plan and/or taking receipt of the covered appliance(s), you automatically agree to all terms and conditions contained within this agreement. No signature is required for this agreement to be binding. Your retention of the covered product for more than thirty (30) days and/or payment for the Premium Service Plan constitutes your acceptance of these terms and conditions in their entirety.

This Premium Service Plan constitutes a legal agreement between you and Jaxon Home Enterprises, LLC DBA Harvey Jaxon ("Harvey Jaxon", "we", "our", or "us"). This agreement is valid in the states of Georgia, North Carolina, and Tennessee. In the event of any conflict between state law and the terms of this Premium Service Plan, state law shall prevail to the extent required by applicable law. Harvey Jaxon reserves the right to amend or modify this Premium Service Plan at any time.

IMPORTANT NOTICE: THIS PREMIUM SERVICE PLAN IS NOT AN INSURANCE POLICY

This Premium Service Plan is a service contract and is not an insurance policy. It does not provide insurance coverage for your product. This Premium Service Plan provides specific repair and replacement services as described herein. For insurance coverage protecting against property damage, personal liability, or other losses, please consult with a licensed insurance agent.

I. COVERAGE TERM AND ELIGIBILITY

The Harvey Jaxon Premium Service Plan ("Premium Service Plan") provides coverage for your product for a TOTAL of either three (3) or five (5) years from the date of delivery, depending on the specific plan purchased, not to exceed 6 months from the purchase date of the product. The Premium Service Plan must be purchased within 30 days of the date of purchase of the product.

Warranty Coverage Period

The manufacturer's warranty, as specified in the product's owner's manual, takes precedence during its effective period. The Premium Service Plan extends coverage from the expiration of the manufacturer's warranty until the end of the total coverage period, as follows:

For 5-Year Premium Service Plans:

- If manufacturer's warranty is 1 year: Harvey Jaxon covers years 2-5
- If manufacturer's warranty is 2 years: Harvey Jaxon covers years 3-5

For 3-Year Premium Service Plans:

- If manufacturer's warranty is 1 year: Harvey Jaxon covers years 2-3
- If manufacturer's warranty is 2 years: Harvey Jaxon covers year 3

In the event an issue is not covered under the manufacturer's warranty but is covered under this Premium Service Plan, the Premium Service Plan may provide coverage during the manufacturer's warranty period, subject to verification by the manufacturer and final determination by Harvey Jaxon.

Transferability

The warranty portion of this Premium Service Plan may be transferred during the agreement term, provided the product remains at the original delivery address. The Half-Back Offer benefit (Section IV) is non-transferable, and the original purchaser forfeits any related credit upon transfer.

II. COVERAGE SPECIFICATIONS

The Harvey Jaxon Premium Service Plan covers one hundred percent (100%) of diagnostic charges, labor, and parts during the warranty period. All diagnostics and repairs must be performed by an authorized Harvey Jaxon representative or Harvey Jaxon-authorized service provider.

Harvey Jaxon reserves the right to replace the product with one of equal or similar features if parts or the exact model are unavailable.

If a product is exchanged outside the manufacturer's warranty period while under Harvey Jaxon Premium Service Plan coverage, the Premium Service Plan is considered fulfilled and does not transfer to the replacement unit.

Installation of Replacement Products

If Harvey Jaxon performed and was paid for the installation of the original product, Harvey Jaxon will be responsible for installing any replacement product at no additional charge.

However, if Harvey Jaxon did not perform and/or was not paid for the initial installation, the customer shall be responsible for installation of the replacement product or may elect to pay Harvey Jaxon applicable fees for installation services. In the case of gas appliances or other products requiring specialized installation by third-party companies outside of Harvey Jaxon, the customer is solely responsible for any fees incurred from such third-party installers.

Installation Requirements

If Harvey Jaxon did not perform the installation of the product, and there is evidence of improper installation, this Premium Service Plan shall be considered void in its entirety. Proper installation according to manufacturer specifications is required for Premium Service Plan coverage. Harvey Jaxon reserves the right to inspect the installation of any product and make a final determination regarding installation quality. It is the customer's responsibility to ensure that any third-party installation complies with all manufacturer requirements and local building codes.

Coverage Exclusions

Products are not covered under the following circumstances:

- Failure due to misuse or abuse
- Failure due to power surges, electrical disturbances, or Acts of God

III. HALF-BACK OFFER ELIGIBILITY

Only 5-year Premium Service Plans are eligible for the Half-Back Offer. Subject to qualification, at the conclusion of the 5-year term from the date of delivery, you may be eligible to receive fifty percent (50%) of your Premium Service Plan purchase price as an in-store credit. The credit:

- Will be valid for sixty (60) days from the date of issuance
- Will become void after the 60-day period
- Has no monetary value outside of store credit
- Is only available for Premium Service Plans purchased prior to delivery
- Requires that a monetary amount was paid for the Premium Service Plan

If a product is exchanged/replaced during the manufacturer's warranty period, the original delivery date remains the start date of the Premium Service Plan for the replacement product.

Customers may opt to purchase a new Premium Service Plan at the time of product exchange, which would supersede any remaining coverage under the original Premium Service Plan. In this case, a new 3/5-year coverage period would commence from the delivery date of the replacement product.

IV. PREMIUM BENEFITS

Premium Benefits Validity

All premium benefits described in this Premium Service Plan are void if the customer was charged a lesser amount than what was supposed to be charged for the Premium Service Plan, or if no charge at all was made to the customer for the Premium Service Plan. It is the customer's responsibility to verify that the correct amount was charged for the Premium Service Plan at the time of purchase.

No Lemon Guarantee

If five (5) completed service calls for the same issue within 365 days from the first completed service call have been performed by Harvey Jaxon or an approved service provider, the product may qualify for replacement upon the sixth (6th) service attempt.

A "completed service call" is defined as one where a technician has made all necessary repairs for the current issue, and the unit tests and functions properly after repair. Multiple technician visits to address a single issue count as one completed service call.

Harvey Jaxon maintains sole discretion in determining product qualification under the No Lemon Guarantee.

Preferred Service Scheduling

As a Premium Service Plan owner, you will receive preferential treatment when scheduling service calls. Your service requests will be prioritized in our scheduling system, subject to technician availability and geographic constraints. While specific time frames cannot be guaranteed, Premium Service Plan customers typically receive priority consideration when scheduling service appointments.

Same Day Parts Ordering

Upon receiving your service request, our service representatives will collect all necessary information regarding your product issue. This information will be provided to our technical team who will perform preliminary diagnostics before dispatching a technician. Based on this assessment, we will proactively order parts that we anticipate may be necessary to resolve your issue, with the goal of completing repairs on the first service visit. This benefit is subject to parts availability from manufacturers and distributors. Additional parts may be required depending on the final on-site diagnosis by our technician.

Preventative Maintenance

As a Premium Benefit for Premium Service Plan customers, Harvey Jaxon will perform one (1) preventative maintenance service during the lifetime of the Premium Service Plan on the covered appliance. This preventative maintenance cannot be scheduled in advance and will be performed during a regularly scheduled service visit. The maintenance service includes necessary cleaning and inspection to ensure the appliance is functioning properly and to help extend its operational lifespan. This proactive approach may identify potential issues before they lead to major

problems, but does not guarantee prevention of all possible failures. All preventative maintenance must be performed by an authorized Harvey Jaxon technician or service provider.

Half-Back Offer

If no service attempts or calls have been made outside the manufacturer's warranty period, you may be eligible to receive fifty percent (50%) of the Premium Service Plan purchase price as in-store credit at the conclusion of the 5-year term.

Eligibility Requirements:

- No Premium Service Plan service calls or technician dispatches occurred
- No Premium Service Plan invoice was written for the covered product
- A monetary amount was paid for the Premium Service Plan
- The Premium Service Plan was purchased at time of product purchase or during the manufacturer's warranty period
- The product was not returned to Harvey Jaxon

V. CUSTOMER RESPONSIBILITIES

To maintain Premium Service Plan coverage, you must:

1. Maintain the product according to manufacturer specifications, including cleaning and maintenance
2. Provide full cooperation with technicians and authorized service providers
3. Ensure product accessibility for service
4. Provide a safe, non-threatening environment for in-home service
5. Have an adult present at scheduled service appointments
6. Use the product only for personal, non-commercial purposes
7. Report any defect or service deficiency within ninety (90) days of discovery

VI. ADDITIONAL EXCLUSIONS

This Premium Service Plan does not cover:

- Cosmetic or consumable parts beyond 30 days after delivery, including but not limited to: handles, bins, shelves, doors, toe kicks, water filters, bulbs, knobs, screws, panels, grates, display panels (if cosmetic), charcoal filters, lint filters, side panels, front panels, and silverware holders
- Outdoor products
- Products used for commercial, business, rental, or non-residential purposes
- Damage from improper installation, maintenance, or failure to follow manufacturer guidelines
- Pre-existing conditions that occurred prior to the effective date of this Premium Service Plan
- Repairs performed by unauthorized service providers

- Consequential or incidental damages (except as specifically provided in this Premium Service Plan)

VII. CANCELLATION AND REFUNDS

Customer Cancellation

You may cancel this Premium Service Plan only if no service calls have been made under the Premium Service Plan. If you cancel within thirty (30) days of purchase, you will receive a full refund of the Premium Service Plan purchase price. If you cancel after thirty (30) days and no service calls have been made, you will receive a pro-rated refund based on the unused portion of your Premium Service Plan, less a reasonable administrative fee not to exceed 20% of the pro-rated refund amount. Once a service call has been made under this Premium Service Plan, the plan cannot be canceled by the customer.

Provider Cancellation

Harvey Jaxon reserves the right to cancel this Premium Service Plan at any time. In the event of such cancellation, you will receive a pro-rated refund of the Premium Service Plan purchase price based on the unused portion of your Premium Service Plan. The pro-rated refund will be calculated on a monthly basis (1/36th of the Premium Service Plan price per month for 3-year plans; 1/60th of the Premium Service Plan price per month for 5-year plans).

Alternative Dispute Resolution Option

At any time, Harvey Jaxon may, at its sole discretion, elect to refund the full purchase price of the product or the Premium Service Plan to avoid arbitration or any legal action. Your acceptance of such refund constitutes a full and final settlement of all claims related to the product or Premium Service Plan.

Effect of Cancellation or Refund

If any portion of the Premium Service Plan purchase price is refunded or if the Premium Service Plan is canceled for any reason by either party, all benefits, offers, and coverage provided under this Premium Service Plan shall be immediately void. This includes, but is not limited to, the Half-Back Offer, Preventative Maintenance, Preferred Service Scheduling, and all other premium benefits. Once a refund has been processed or the Premium Service Plan has been canceled, the product will no longer be eligible for any services or benefits under this Premium Service Plan.

VIII. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HARVEY JAXON AND ITS AFFILIATES, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS PREMIUM SERVICE PLAN OR THE PRODUCTS COVERED HEREUNDER.

OUR TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES DUE TO ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE YOU PAID FOR THE PRODUCT COVERED BY THIS PREMIUM SERVICE PLAN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IX. DISPUTE RESOLUTION

Arbitration Requirement and Class Action Waiver

Any controversy or claim arising out of or relating to this Premium Service Plan shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be in Union County, Georgia.

BY AGREEING TO THIS PREMIUM SERVICE PLAN, YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH YOU ACT IN A REPRESENTATIVE CAPACITY. ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS.

This arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies.

X. GOVERNING LAW AND CHOICE OF LAW

This Premium Service Plan shall be governed by the laws of the state of Georgia without giving effect to any conflict of law principles that may provide the application of the law of another jurisdiction, regardless of where the covered product was purchased or where you reside.

XI. LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES

11.1 Exclusion of Secondary Damages

This Premium Service Plan covers ONLY the repair or replacement of the covered product itself as explicitly stated in this agreement. Harvey Jaxon SHALL NOT BE LIABLE, under any circumstances, for any property damage, personal injury, loss of use, business interruption, or any other direct, indirect, special, incidental, or consequential damages arising from:

- a) Water damage, including but not limited to flooding, leaks, condensation, water line bursts, or sewer backups caused by or resulting from the malfunction of any covered product;
- b) Fire, smoke, or heat damage resulting from product malfunction, electrical shorts, or other failures of the covered product;
- c) Mold, mildew, or other biological growth resulting from product leaks or malfunctions;
- d) Food spoilage, regardless of cause or duration;
- e) Any damage to flooring, walls, fixtures, cabinets, furniture, or other structural or personal property components arising from product failure;
- f) Physical injury to persons or pets resulting from product failure or malfunction;
- g) Loss of use or enjoyment of any area of the home or business where the product is installed;
or
- h) Any other damages not specifically related to the repair or replacement of the covered product itself.

11.2 Customer Responsibility for Secondary Damage Prevention

The customer acknowledges and agrees that it is solely the customer's responsibility to:

- a) Monitor covered products for signs of malfunction or failure;
- b) Promptly report any suspected issues with covered products to Harvey Jaxon;
- c) Take reasonable precautions to prevent secondary damage if a product malfunction occurs (such as turning off water sources, disconnecting power, etc.);
- d) Maintain appropriate property insurance coverage for potential secondary damages that may result from appliance failures; and
- e) Install and maintain appropriate water leak detection devices, smoke detectors, and other safety equipment according to local building codes and manufacturer recommendations.

11.3 Comprehensive Waiver of Claims

By purchasing and accepting this Premium Service Plan, the customer expressly waives any right to make claims against Harvey Jaxon for any damages not directly related to the repair or replacement of the covered product itself as explicitly provided in this agreement. This waiver applies regardless of whether such damages were foreseeable or whether Harvey Jaxon was advised of the possibility of such damages.

11.4 Maximum Liability Cap

Notwithstanding any other provision in this Premium Service Plan, Harvey Jaxon's total maximum liability under this Premium Service Plan shall in no event exceed the lesser of: (a) the original purchase price of the covered product, or (b) the current market value of a comparable replacement product. This limitation applies regardless of whether the claim arises in contract, tort, strict liability, or otherwise.

11.5 Affirmation of Insurance Responsibility

The customer acknowledges that this Premium Service Plan is NOT a substitute for property insurance, liability insurance, or any other form of insurance coverage. It is the customer's sole responsibility to maintain adequate insurance coverage for their property and potential liabilities arising from the operation or failure of any products covered by this Premium Service Plan.

11.6 Force Majeure

Harvey Jaxon shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, lockouts, or other labor or industrial disturbances.

11.7 Severability

If any provision of this section is found to be unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this section shall continue in full force and effect.

XII. ADDITIONAL LEGAL PROVISIONS

12.1 Definition of "Acts of God"

For the purposes of this Premium Service Plan, "Acts of God" shall specifically mean: hurricanes, tornadoes, floods, earthquakes, lightning, hail, ice storms, blizzards, or other severe weather conditions that are outside the normal range of weather patterns for the geographic area where the covered product is located. This definition is not exhaustive, and Harvey Jaxon reserves the right to determine whether a specific event constitutes an "Act of God" based on reasonable assessment of the circumstances.

12.2 Photo Documentation Requirement

For certain claims, Harvey Jaxon may require the customer to provide photographic evidence of the condition of the product both at installation and when reporting the issue. Failure to provide such documentation when requested may result in denial of the claim. Customers are advised to maintain photographic records of the installation and condition of covered products.

12.3 Time Limit for Claims

Customer must report any defect, malfunction, or service issue to Harvey Jaxon within thirty (30) days of discovery. Failure to report issues within this timeframe may result in denial of coverage for that specific issue, particularly if the delay has resulted in additional damage or deterioration of the product.

12.4 Confidentiality Clause

Customer agrees not to publicly disclose the specific terms of any settlements, resolutions, or negotiations related to claims under this Premium Service Plan without the express written consent of Harvey Jaxon. This includes, but is not limited to, posting on social media, review websites, or other public forums about the specific financial terms or repair solutions provided under this Premium Service Plan.

12.5 Commercial-Like Use Exclusions

For clarification, "commercial use" that voids this Premium Service Plan includes, but is not limited to: a) Use in short-term rental properties (such as Airbnb, VRBO, etc.) where the product is used by more than 8 different occupants in a 30-day period; b) Use in boarding houses, bed and breakfast establishments, or similar accommodations; c) Use in common areas of multi-family dwellings; d) Use in home-based businesses that significantly increase the usage of the product beyond normal residential use.

12.6 Digital Signature Acknowledgment

This Premium Service Plan explicitly recognizes electronic and digital signatures, as well as electronic records of acceptance, as binding for all purposes related to this agreement. By purchasing this Premium Service Plan online, via telephone, or through other electronic means, you acknowledge and agree that your electronic consent constitutes a legally binding acceptance of these terms.

For specific questions about coverage exclusions, please call 706-745-6600.

Jaxon Home Enterprises, LLC