MARCELLA'S APPLIANCE CENTER

REPAIR DEPARTMENT TERMS & CONDITIONS

Effective Date: September 8, 2026

PLEASE READ BEFORE YOUR SERVICE APPOINTMENT

These Repair Department Terms & Conditions ("Terms") apply to diagnostic, repair, and related services provided by **John D. Marcella and Son Appliances, Inc., doing business as Marcella's Appliance Center ("Marcella's")**.

By keeping your scheduled appointment and authorizing Marcella's to diagnose, service, or repair your appliance after being provided access to these Terms, you acknowledge and agree to the Terms applicable to your service.

If you do not agree to these Terms, please contact Marcella's before service is performed.

1. CUSTOMER-PAID REPAIRS AND REPAIR WARRANTY

Marcella's provides a **90-day warranty on workmanship** for the specific customer-paid repair performed by Marcella's.

Replacement parts are covered according to the warranty provided by the applicable manufacturer, distributor, or supplier. Warranty periods, coverage, exclusions, and claim requirements may vary. Marcella's does not extend or modify these warranties.

Repair warranty coverage applies only to the specific repair performed and applicable parts installed. It does not provide warranty coverage for the entire appliance or for unrelated or subsequent failures.

Consumable, maintenance, and cosmetic items, including filters, lightbulbs, and trim, may not be covered unless specifically included under the applicable parts warranty.

Parts are non-returnable once installed, except where otherwise required by applicable law or warranty terms.

If another service provider services, repairs, alters, or modifies the appliance after Marcella's repair, coverage related to the original repair may be affected to the extent permitted by law.

2. SERVICE FEES, LABOR, AND ESTIMATES

A **non-refundable service fee** applies to repair appointments unless the fee is specifically authorized and covered by a manufacturer or warranty provider.

Repair labor is based on standardized rates according to the type of repair being performed. Labor charges are not based solely on the amount of time required to complete the repair.

Marcella's will provide or review the applicable estimate before performing customer-paid repairs. Customer authorization will be obtained before additional customer-paid work is performed.

If no problem is found, the reported condition cannot be duplicated, or the appliance is operating within normal specifications at the time of service, the customer remains responsible for the applicable service or diagnostic fee.

3. MANUFACTURER AND THIRD-PARTY WARRANTY SERVICE

Manufacturer and third-party warranty service is subject to the terms, exclusions, limitations, and authorization requirements of the applicable manufacturer or warranty provider.

Scheduling a warranty service appointment does not guarantee warranty coverage. Coverage may not be determined until the appliance has been diagnosed and, when required, authorization has been received.

If a condition or repair is not covered, authorization is denied, or no covered problem is found, the customer is responsible for applicable service fees, trip fees, labor, and parts.

Marcella's does not control warranty coverage, claim denials, authorization or reimbursement decisions, or delays caused by manufacturers or third-party warranty providers.

For appliances not purchased from Marcella's, proof of purchase or warranty coverage may be required.

4. COCCA 3-YEAR WARRANTY

Cocca 3-Year Warranty service is subject to the terms, exclusions, limitations, and authorization requirements of the applicable warranty program.

For **Cocca 3-Year Warranty appointments, the applicable trip fee remains the customer's responsibility.**

Charges for repairs or services not covered by the applicable warranty remain the customer's responsibility. Marcella's will obtain authorization before performing additional customer-paid repair work.

5. RETURN VISITS AND PREVIOUS REPAIRS

For a concern following a previous repair, Marcella's will determine whether the reported condition is related to and covered by the original repair.

A condition that is unrelated, involves a different component or failure, falls outside the applicable warranty period, or is otherwise not covered will be treated as a new service matter and applicable charges may apply.

A previous repair does not provide warranty coverage for the entire appliance.

6. APPOINTMENTS, ACCESS, AND SERVICE CONDITIONS

Someone **18 years of age or older must be present during the scheduled arrival window** to provide access and authorize service as needed.

The technician will call or text when they are on the way. Arrival windows may be affected by traffic, weather, earlier appointments, emergencies, and other circumstances outside Marcella's reasonable control.

The customer must provide safe, clear, and reasonable access to the appliance and work area and should remove personal belongings and obstructions before service.

Marcella's may decline, discontinue, or reschedule service if the technician reasonably determines that the appliance or surrounding area is **unsafe, unsanitary, inaccessible, or otherwise unsuitable for service**.

Applicable service or trip fees may apply if the technician arrives but cannot perform service because of site conditions, lack of access, or the absence of a responsible adult.

Customers should contact Marcella's as soon as possible to cancel or reschedule an appointment or correct inaccurate address, contact, appliance, or warranty information.

7. APPLIANCE AND PROPERTY CONDITIONS

Marcella's technicians will exercise reasonable care while working in the customer's home or property.

Service may require moving, pulling out, tilting, disconnecting, reconnecting, or otherwise accessing an appliance. Technicians may also use tools, diagnostic equipment, computers, parts, and other service equipment while performing the work.

The customer is responsible for removing or protecting fragile, valuable, delicate, or easily damaged items and surfaces from service and access areas before work begins.

Appliances and surrounding property may have pre-existing, concealed, weakened, deteriorated, improperly installed, or defective conditions that are not reasonably visible before service. These may involve flooring, furniture, tables, countertops, cabinetry, walls, trim, doors, plumbing, shut-off valves, hoses, water and drain lines, electrical or gas connections, venting, appliance components, and other household surfaces or property.

Normal service may reveal or affect a pre-existing or concealed condition.

Marcella's is not responsible for pre-existing damage, ordinary wear or deterioration, concealed defects, defective customer-owned connections or components, improper installation, or conditions outside Marcella's reasonable control.

8. PROPERTY DAMAGE REPORTING AND DOCUMENTATION

The customer or responsible adult should inspect the appliance, service area, access areas, and other property involved in the service visit following completion of service.

Any damage believed to have resulted from Marcella's service, including scratches, dents, marks, chips, or other damage to floors, furniture, countertops, cabinetry, walls, appliances, or other property, should be reported to Marcella's as soon as reasonably possible after it is discovered.

Prompt notification allows Marcella's to inspect the condition, review service records, speak with the technician, document the circumstances, and determine whether the claimed damage is related to the service performed.

The customer should preserve the affected property and provide Marcella's a reasonable opportunity to inspect and document the claimed damage before it is repaired, refinished, altered, discarded, replaced, or otherwise changed. This does not prevent reasonable immediate action necessary to protect persons or property, address a safety concern, or prevent additional damage.

Failure to provide prompt notice or a reasonable opportunity to inspect may affect Marcella's ability to investigate, verify, or respond to a claim to the extent permitted by applicable law.

Marcella's may photograph or otherwise document the appliance, service and access areas, surrounding property, connections, and visible conditions before, during, or after service. Documentation may include photographs, diagnostic information, model and serial information, and service notes and may be retained for service administration, warranty processing, quality control, dispute resolution, or investigation of a subsequent claim.

Marcella's is not responsible for damage or conditions arising after the service visit that are unrelated to Marcella's work.

9. PARTS, PAYMENT, AND REPAIR OUTCOMES

Repairs are subject to parts availability. Backorders, discontinued parts, shipping delays, warranty authorization, and other circumstances involving manufacturers, distributors, suppliers, or warranty providers may affect repair completion.

Marcella's may decline to install customer-supplied parts. If accepted, Marcella's does not warranty the customer-supplied part and is not responsible for defects, incompatibility, incorrect specifications, missing components, or failure of that part.

Payment for customer-paid service is due upon completion of the authorized service unless other arrangements have been approved in advance.

The customer is responsible for authorized charges not covered by a manufacturer, warranty provider, or other third party. Warranty authorization does not guarantee that every charge associated with a service visit will be covered.

Repairing one condition does not guarantee against future or unrelated appliance failures. Appliances contain multiple components that may fail independently. **A subsequent component failure does not, by itself, establish that a previous repair was defective.**

10. CHANGES TO THESE TERMS

Marcella's may update these Terms from time to time. Each version will identify its **effective date**.

The Terms in effect when the customer's service appointment is scheduled will apply to that service, subject to applicable law.

Changes made after an appointment is scheduled will apply to future service appointments and will not retroactively change the Terms applicable to previously scheduled service.

Marcella's may retain prior versions of these Terms as part of its business and service records.

11. NEW YORK LAW AND CONSUMER RIGHTS

These Terms and repair services provided by Marcella's are governed by applicable New York State and federal law.

Nothing in these Terms is intended to waive, restrict, or eliminate any consumer right or remedy that cannot legally be waived, restricted, or eliminated.

If any provision is determined to be invalid or unenforceable, that provision will be limited to the extent permitted by law, and the remaining provisions will continue in effect.

MARCELLA'S APPLIANCE CENTER

Repair Department
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Phone: (518) 381-1666
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For questions regarding an appointment, repair, charge, warranty, or these Terms, please contact the Repair Department.

Thank you for choosing Marcella's Appliance Center.