

Stanley Safe Club

PLEASE READ CAREFULLY

This service agreement, (hereinafter referred to as "Stanley Club Plan") is between Stanley Safe Club (herein after referred to as, "SSC", "We", "Us", and "Our") and the STANLEY CLUB PLAN's Purchaser (hereinafter referred to as "Purchaser", "You", and "Your").

I. COVERAGE

Coverage includes only the items stated as covered, excluding all others and is subject to the limitations, exclusions and provisions stated in this contract. For your specific coverage and selections see your Contract Agreement pages, which are incorporated into this contract.

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

- ▶ Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and
- ▶ Become inoperative due to normal wear and tear; and
- ▶ Are in place and in proper working order on the effective date of this home warranty contract. This contract does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE PROVIDER and are not undertaking to repair or replace any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.

II. COVERAGE PERIOD AND FEE

Contract Terms and Plan Fees vary for each customer classification listed below. See your Contract Agreement pages for your specific Contract Term and Plan Fee. Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date. Renewal Customer is an existing SSC customer whose contract SSC has offered to renew. Renewal Customer contract term begins upon expiration of previous contract term and continues for one year (unless SSC approves an alternative contract term in writing) provided plan fee is received by SSC within 45 days after expiration. If the covered property changes ownership during the contract term, you are required to call the Main phone number 1-888-STANLEY(888-782-6539) on the Contract Agreement pages to transfer coverage to the new owner.

III. HOW YOU GET SERVICE:

SSC must be notified as soon as the malfunction is discovered and prior to expiration of the contract term. The quickest and most accurate way to file a claim is to do it on line at www.stanleywarranty.com and click on **request service** on the top menu. In an emergency you may call our dedicated claims toll free number 888-550-8123 or 1-888-STANLEY(888-782-6539) Option 3 during normal working hours Monday - Friday, 9:00AM ET - 8:00PM ET. Emergency service is available 24 hours a day for Central Home Heating and Air Conditioning Systems, if those products are named in Section II of this STANLEY CLUB PLAN. Service is considered an emergency when the Central Home Heating malfunctions during a period of cold weather or when the temperature below 40 degrees Fahrenheit or Air Conditioning System malfunctions during a period of warm weather when the temperature exceeds 95 degrees Fahrenheit. **We will not pay for any services performed without prior authorization.** Notice of any mechanical or electrical breakdown must be given to us immediately upon discovery and must be during the coverage period. When you place a service request, we will notify an INDEPENDENT CONTRACTOR (Service Provider) who will contact you directly to schedule a convenient appointment during normal business hours. Under normal circumstance, our service effort will be initiated within 48 hours. Throughout the service effort, we urge you to take reasonable measures to prevent secondary damage (ex. turning off water to the home in the case of a major pipe leak).

To ensure you receive reputable and unbiased service, we have an extensive network of SERVICE PROVIDERS who supply service to our Club Members at fair and reasonable rates. Our network, however, is not all inclusive trade, in every town, across the nation. For that reason, we may authorize you to contact an Independent out of Network Contractor directly to obtain Service.

When we request or authorize you to obtain an INDEPENDENT OUT OF NETWORK CONTRACTOR to perform diagnosis and/or service::1) We recommend that the Contractor be qualified and insured, and charge fair and reasonable rates for parts and service.2) Once the technician is at the home, and prior to any services being rendered, you must call our Authorization Department with the technician's diagnosis and dollar amount of services required. 3) We will provide an Authorization Number in writing for the covered services and dollar amount that we have authorized. Failure to contact us as outlined will result in denial of coverage.4) upon completion of the authorized services, the Contractor must provide you an itemized invoice for the authorized charges. 5) You must submit the itemized invoice, including the Authorization Number provided by us, for reimbursement. 6) You are expected to pay the Independent Out-of-Network Contractor directly for the services rendered and then submit the invoice to us for

reimbursement. Reimbursement checks will be sent to you within 60(sixty days) of receiving the invoice for covered repair performed.

You will pay a trade service call fee ("Service Fee/Deductible") (Only When Applicable in your Policy, Some policies offer zero service fee/deductible for an extra charge) per claim or the actual cost, whichever is less. The Service Fee is for each claim worked on by Our approved Service Provider, and is payable to us prior to setting appointment or Our approved Service Provider at the time of each visit prior to any work performed. The service fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The service fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a service contractor is in route to your home or at your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract period will not be extended. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

IV. SELECTED CLUB PLAN [GOLD CLUB PLAN] YOUR STANLEY GOLD CLUB PROTECTION INCLUDES:

Range	Refrigerator	Washer	Interior Wiring
Oven	Dishwasher	Dryer	Garage Door Opener
Cooktop	Built In Microwave	Water Heater	Central Vacuum System
Stove	Trash Compactor	Central Air Conditioner	Exhaust Fan
Telephone Wiring	Ductwork	Central Home Heating	Burglar Alarm
Hot Water Dispenser	Interior Plumbing	Freezer	

V. COVERAGE (COVERAGE DEPENDANT ON PLAN)

THE FOLLOWING ITEMS APPLY ONLY TO YOUR SELECTED PLAN. IF NAME OF THE ITEM DOES NOT APPEAR IN THE CLUB PLAN LIST ABOVE, THE ITEM WILL NOT BE COVERED IN YOUR MEMBERSHIP) BELOW IS THE BREAKDOWN OF COVERED AND EXLUDED BENEFITS IF SELECTED IN YOUR PLAN. The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at **OUR** sole discretion; certain limitations of liability apply to Covered systems and appliances. All brands and ages of equipment will be covered under STANLEY CLUB PLAN subject to selection of membership level and availability of repair parts. **ONLY** those parts specifically named are eligible for coverage (please see pages of contract for **Selected Club Plan** to review coverage you selected):

1. DISHWASHER

INCLUDED: Heating Element, Pump, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Related Electrical Parts, except:

EXCLUDED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Damage caused by broken glass - Cleaning.

2. BUILT-IN MICROWAVE

INCLUDED: Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts, except:

EXCLUDED: Doors - Hinges - Handles - Doors - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Arcing - Meat probe assemblies - Rotisseries.

3. OVEN / RANGE / STOVE / COOKTOP(Gas or Electric; Built-in, Portable or Free Standing).

INCLUDED: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements, except:

EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seals - Doors - Hinges - Lighting and handles - Glass - Sensi-heat burners will only be replaced with standard burners.

4. KITCHEN REFRIGERATOR (Must be located in the kitchen.)

INCLUDED: Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

5. HOT WATER DISPENSER:

INCLUDED: All internal related Motorized or Electrical Parts, except:

EXCLUDED: Locating or accessing malfunctioning pumps.

6. GARBAGE DISPOSAL / TRASH COMPACTOR

INCLUDED: All components and parts, including entire unit, except:

EXCLUDED: Problems and/or jams caused by bones, glass, metal or foreign objects other than food.

7. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings, except:

EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting. Note: Builder's standard is used when replacement is necessary.

8. DUCTWORK

INCLUDED: Coverage for concrete-encased ductwork is limited to \$500.00, less applicable service fees per incident. This limit includes access, diagnosis, repair or replacement, and resurfacing or restoring to a rough finish. Duct from heating unit to point of

attachment at registers or grills, except:

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork – Vents, flues and breaching – Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

9. CLOTHES DRYER

INCLUDED: Gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, drive belt, surface limit control, motor, bearings, pulleys, timer and electrical heating element:

EXCLUDED: Noise - Venting - Lint screens - Knobs and dials – Doors - Door seals – Hinges - Glass – Leveling and balancing - Damage to clothing.

10. CLOTHES WASHER

INCLUDED: Water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, lid switch Touch Pad, Control Board, Agitator, Power Supply, Motor, pump coupling, wigwag, drive belt and Related Electrical Parts, except:

EXCLUDED: Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Door seals – Hinges - Glass – Leveling and balancing - Damage to clothing.

11. GARAGE DOOR OPENER

INCLUDED: All parts and Components related to Garage Door Opener(mechanical), except:

EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains – Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices - Failure caused by improper installation – transmitters - Loss controls - And damage to automobiles - Exterior touch pads.

12. AIR CONDITIONING/COOLER (Not exceeding 5 (five) ton capacity and designed for residential use.)

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads – Roof mounts, jacks, stands or supports - Condensate pumps – Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications – Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections – Water leaks - Drain line stoppages – Maintenance – Noise - baseboard casings - portable units - solar heating systems – fireplaces – chimneys - cracked heater exchanger – filters – registers – grills – clocks – timers - heat lamps - fuel storage tanks - and flues and vents - gas air conditioning systems - condenser casings - portable electric air cleaners - wall units not ducted when designed to be ducted by the original manufacturer – cabinets - cabinet pieces – painting - decoration and trim - filters and cleaners - humidifiers – driers – refrigerant - refrigerant line sets – belts – wiring - wiring harness – fuses - circuit breakers - drains and unit accessories. No more than one system covered unless purchased separately at time of enrollment. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

13. HEATING SYSTEM OR BUILT-IN WALL UNIT GAS OR ELECTRIC (Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.)

INCLUDED: All components and parts necessary for the operation of the heating system. For units below 13 SEER and when we are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, and Heat Coil, except:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, re-drilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating – Dampers – Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves – Filters – Line dryers and filters - Oil filters, nozzles, or strainers - Registers – Backflow preventers – Evaporator coil pan – Primary or secondary drain pans - Grills - Clocks - Timers – Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents – Improperly sized heating systems – Mismatched systems - Chimneys – Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Calcium build-up - Maintenance. NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems for qualified benefits.

14. WATER HEATER(Gas and/or Electric)

INCLUDED: Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element, except:

EXCLUDED: Access – Insulation blankets – Pressure reducing valve – Sediment build-up – Rust and corrosion – Cracks- Leaks of any kind - Main, Holding or storage tanks - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Tankless water heaters.

15. ELECTRICAL SYSTEM / TELEPHONE WIRING

INCLUDED: All components and parts, including built-in bathroom exhaust fans, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy

Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels - Broken and/or severed wires - Rerunning of new wiring for broken wires - Wire tracing - Garage door openers - Central vacuum systems - Damages due to power failure or surge - Circuit Overload. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

16. PLUMBING SYSTEM / TOILET TANKS AND BOWLS / STOPPAGE (Separate Coverage Required For Each, Extra Charges Apply)

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) - Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out - Slab leaks - Polybutylene or Quest piping - Galvanized drain lines - Hose Bibs - Drum traps - Flange - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Pop up assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms. NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement. Our authorized Service Provider will close the access opening and return it to rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

17. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable pools/spas - Control panels and electronic boards - Lights - Liners - Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads - Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks - Disposable filtration mediums - Cracked or corroded casings - Grids - Cartridges - Heat pump - Salt water systems. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

18. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house.

EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

19. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling of wells - Well casings - Pressure tanks - Pressure switches and gauges - Check valve - Relief valve - Drop pipe - Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump - Booster pumps - Well pump and well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

20. SUMP PUMP

INCLUDED: Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

EXCLUDED: Sewerage ejector pumps - Portable pumps - Backflow preventers - Check valves - Piping modifications for new installs.

21. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork - Hoses - Blockages - Accessories.

22. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches - Patios - Cracked and/or missing material - Foam roofs - Tar and gravel or metal roof - Cemwood shakes - Masonite shingles - Flat or built-up roof - Structural leaks adjacent to or caused by appendages of any kind - Downspouts - Flashing - Gutters - Skylights - Decks - Patio covers - Solar equipment - Roof jacks - Antennae - Satellite components - Chimneys - Partial roof replacement - Preventative maintenance. NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

23. STAND ALONE FREEZER

INCLUDED: Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits, except:

EXCLUDED: Ice-makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage - Freon - Disposal and recapture of Freon.

24. SECOND REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective

equipment - Water lines and valve to ice maker - Line restrictions – Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator – Food spoilage – Doors - Door seals and gaskets – Hinges - Glass – Audio/Visual equipment and internet connection components.

25. BURGLAR ALARM

INCLUDED: All internal related Motorized or Electrical Parts, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels – Broken and/or severed wires - Rerunning of new wiring for broken wires – Wire tracing - Garage door openers – Central vacuum systems - Damages due to power failure or surge – Circuit Overload. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

26. SPRINKLER SYSTEM

INCLUDED: Controllers, Back-Flow Devices, Rain and Freezer Sensors, Weather Stations, except:

EXCLUDED: Spread Heads, Spray Nozzles, Rotor Sprinkler Heads, Drip Tubing Issues, Risers and Schrub, Valves

VI. OPTIONAL COVERAGE (Requires Additional Payment)

Any of the Appliances or Systems described in this contract may be considered Optional Coverage Items if purchased in addition to Offered Combination Club plans for additional payment. You may purchase any Optional Coverage for up to 60 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by Us and such Coverage shall expire upon expiration of Coverage Contract period.

VII. LIMITATION OF LIABILITY AND CONDITIONS:

1. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.
2. We are not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.
3. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by Us will NOT close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.
4. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.
5. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.
6. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.
7. We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.
8. We are not liable for repair of conditions caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightening, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.
9. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are NOT responsible for installing replacement equipment of similar features, capacity, and efficiency, and not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, We will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. For the first 30 days of the contract period, We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.
10. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.
11. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.
12. We are not liable for normal or routine maintenance. We will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, You are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement and Freon replenishment.
13. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.
14. We reserve the right to obtain a second opinion at Our expense.
15. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from

a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

16. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

17. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

18. We will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

19. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$1500 per contract item for access, diagnosis and repair or replacement.

VIII. ADDITIONAL LIMITATION OF LIABILITY AND CONDITIONS

1. For current property owners this agreement provides coverage on a monthly basis and is billed monthly to your Stanley Safe Club statement. The term of this agreement begins 30 days after payment is processed and ends one month thereafter. It will be automatically renewed on a monthly basis until terminated. Payment information provided initially will be used for all recurring payments unless customer provides new information prior to payment date. Coverage ends in the event of non-payment.

2. In the event that realtor arranged the transaction the term of this agreement begins immediately after payment is processed. Administrator reserves the right to request a copy of an inspection report or a maintenance report for covered item. All Contract Terms are renewed automatically 30 days prior to agreement expiration date unless cancelled within that period by Administrator or Customer. Payment information provided initially will be used for all renewals unless customer provides new information prior to payment date. Coverage ends in the event of non-payment.

3. All occupied homes, condominiums and town homes are eligible for coverage. If service is requested for rental property by tenant, tenant will be deemed your agent and service will be rendered for covered property as per the terms of this agreement.

4. **AGED APPLIANCES AND ELECTRONIC EQUIPMENT**, being mechanical, may wear out. In addition, replacement parts may not be available for older appliances and electronic equipment. In these cases and in any case Stanley Safe Club Administrator diagnoses item value to repair cost ratio excessive, the following guidelines will be implemented to provide a replacement allowance.

FOR HEATING OR COOLING EQUIPMENT named in this agreement, in the initial six months of coverage a fair market value replacement allowance will be paid to the customer if the heating or cooling equipment is UNDER 10 years old and/or the repair exceeds the value or parts are no longer available limited to \$500.00. And in the initial six months of coverage value replacement allowance will be paid to the customer if the heating or cooling equipment is OVER 10 years old and/or the repair exceeds the value or parts are no longer available will be limited to \$250.00. This replacement allowance will increase to \$1,500.00 after the first six months of coverage for the heating or cooling equipment that is UNDER 10 years. A (FMV) fair market value replacement allowance will be paid to the customer if the heating or cooling equipment is OVER 10 years old. At no time will Our liability exceed \$1500 per contract item for access, diagnosis and repair or replacement in the initial 12 months of coverage. Maximum replacement value will increase to \$2500 if the heating or cooling equipment is UNDER 10 years old. The value is established at sole discretion of the Administrator.

FOR NON HEATING AND COOLING AND APPLIANCES (non-heating or cooling) and electronic equipment named in section II of this STANLEY CLUB PLAN in the first six months a maximum of \$150.00 replacement allowance will be paid to the customer if the appliance repair exceeds the value or parts are not available to repair the appliance. This replacement allowance will increase to \$1,000.00 after the first six months of coverage and \$1,500.00 after one full year of membership with Stanley Safe Club for the appliances that are UNDER 10 years. A fair market value replacement allowance will be paid to the customer if the appliances that are OVER 10 years old.

Proof of purchase of a new heating or cooling system or appliance is required in the form of a purchase receipt before this replacement allowance will be paid. Reimbursement check will be sent 30 days after Stanley Safe Club confirms the acceptance of the purchase receipt.

5. The amount we will pay for the repair or replacement of a covered appliance or electronic equipment shall not exceed the original purchase price of the covered appliance or electronic equipment. If we decide to replace the covered appliance or electronic equipment, we are responsible for "replacement" equipment cost of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for upgrades nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing equipment or taxes.

6. In the event that there is any other collectible insurance, warranty, or guaranty coverage available to the Purchaser covering a loss also covered by this STANLEY CLUB PLAN, this STANLEY CLUB PLAN will pay in excess of and not contribute with other insurance, warranty or guaranty.

7. All equipment covered by this STANLEY CLUB PLAN must be an ongoing part of the residence and in good working condition at the time you sign up for the program and be reasonably clean and accessible at the time of service. From time to time we may require you to provide any previous maintenance/service records related to your service request.

8. As part of your Stanley Club Plan, free troubleshooting is provided for you. If it is determined that the service that you are requesting can be fixed with just a minor adjustment or it is maintenance related and you are insisting that you need a qualified technician we will provide service for you, but if it is determined that coverage under this STANLEY CLUB PLAN does not apply, or no covered breakdown is discovered, you are responsible for the entire cost of the repair visit.

9. If you are delinquent in your payments, service under this STANLEY CLUB PLAN will be denied. Once the payments are up to date, you will have to wait 30 days before you may request service again. Stanley Safe Club reserves the right to waive this provision if Administrator decides to do so.

10. The price of this service may be adjusted from time to time. Notice of any price adjustment will be given to you, in writing at least thirty days prior to implementation. You may terminate the STANLEY CLUB PLAN by giving written notice prior to the effective date of increase.

11. A minimum of four appliances must be selected for coverage under this STANLEY CLUB PLAN to be valid. Enrolling in either the Package A or the Package B constitutes fulfillment of this requirement.

12. Stanley Club Plan is transferable for the original covered address only. \$50.00 processing fee will be assessed for transfer of ownership of membership.

13. This Document, together with the Addenda items incorporated by reference and any Exhibits, constitutes the full, complete, absolute, and entire agreement between Company and Dealer, superseding any prior written or oral representations, agreements, or understanding between the parties relating to this Agreement or the subject matter hereof. You warrant and acknowledge that there are no other agreements or understandings between the parties except as specifically agreed to herein and that any future representation, agreement, understanding, or waivers to be binding upon parties hereto, must be reflected in writing signed by both parties. This choice of venue for this agreement is Bergen County, New Jersey and is governed by New Jersey law.

IX. MEDIATION | MANDATORY ARBITRATION

In the event of a dispute over claims or coverage You agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the State of New Jersey.

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.

2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of New Jersey under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

3. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.

4. Under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

X. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

XI. CANCELLATION OF THE STANLEY CLUB PLAN:

You may cancel your contract within the initial 30 (thirty) day grace period for any reason and receive a full refund. This is a maintenance agreement for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. PURCHASER may cancel STANLEY CLUB PLAN by CONTACTING Stanley Warranty via mail at 560 Sylvan Avenue, Suite 3032 Englewood Cliffs, NJ 07632 or by faxing notification to 800-764-3049 Attn. Stanley Warranty Club Plans, Supervisor. Cancellation becomes effective upon receipt of said cancellation request from the PURCHASER. If this STANLEY PLAN is cancelled after the initial 30 (thirty) day grace period, the PURCHASER shall be entitled to a pro-rata refund of the paid STANLEY CLUB PLAN price for the un-expired term less a \$50 Cancellation fee, administrative fees and any and all service costs incurred by Stanley Warranty.

We reserve the right to change or cancel this STANLEY CLUB PLAN upon 30 days written notice. However, in the event of fraud, material misrepresentation, failure to pay, or termination as STANLEY CLUB Customer, cancellation may be immediate and is at a sole discretion of the Company. This monthly STANLEY CLUB PLAN will automatically expire at the end of the monthly term for which the monthly agreement price has not been paid in advance. Once this STANLEY CLUB PLAN is cancelled, you will be subject to a (30) thirty-day waiting period if you choose to join the STANLEY CLUB PLAN again. In the event of cancellation for fraud or material misrepresentation, we may demand immediate payment of the cost of all services provided to Administrator, less any payments made.

If a claim has been approved by Stanley Safe Club Warranty Administrator, the policy may not be cancelled per the same contract year. However, the policy holder may receive a prorated refund for the remaining years on a multi-year term.

If a claim had been denied as per the terms of this contract the policy may NOT be cancelled solely for that reason. Should the policyholder wish to cancel based on the fact a claim has been legitimately denied, a prorated refund may be issued but will be subjected to a penalty equal 25%(twenty-five percent) of the paid premium.

XII. CREDIT CARD AUTHORIZATION AGREEMENT

When you click go to check out or give verbal authorization to one of Stanley Club or Dealer Representatives and you authorize the purchase of services/merchandise/monthly membership fees from Stanley Club using this Credit Card Web Site Authorization Form or the telephone, You agree to pay for these purchases and indemnify and hold Stanley Club and its subsidiaries and their employees and affiliates harmless against an liability pursuant to this authorization. You understand that your action of clicking on

this form or providing your Credit Card information over the telephone will serve as authorized signature on the credit card charge slip. You understand that all program sign-ups and plan fees will be charged to the credit card account you provided on this form. All charges are final and there are no refunds. Services/merchandise received that was not paid for in advance or at the time of sale will be charged to this credit card. You may not initiate a chargeback unless you have a resolution provided by Stanley Warranty in writing that will contradict the Terms and Conditions of your agreement.