

THERMA-TEK RANGE CORPORATION.

AUTHORIZED SERVICE AGENCY INFORMATION

NAME OF COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

BUSINESS LICENCE NUMBER _____

OWNER _____ SVC. MGR. _____

PARTS MGR. _____ CONTACT PERSON _____

WARRANTY LABOR RATE _____ WARRANTY MILEAGE RATE _____

LABOR RATE _____ MILAGE RATE _____

SERVICE HOURS _____

TYPE OF EQUIPMENT SERVICED: (COMMERCIAL, RESIDENTIAL, INDOOR, OUTDOOR, ALL)

RADIUS OF AREA SERVICED _____ MILES

INSURANCE COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

POLICY NUMBER _____ COVERAGE LIMITS _____

**PLEASE PROVIDE PROOF OF INSURANCE LISTING THERMA-TEK RANGE CORPORATION AS
ADDITIONALLY INSURED IN THE AMOUNT OF \$2 MILLION DOLLARS.**

PLEASE COMPLETE THIS FORM IN DETAIL AND RETURN IT ALONG WITH THE SERVICE AGREEMENT TO THERMA-TEK RANGE CORPORATION., ATTENTION: CUSTOMER SERVICE DEPARTMENT.

PLEASE DIRECT ALL QUESTIONS REGARDING THIS INFORMATION TO THERMA-TEK RANGE CORPORATION'S CUSTOMER SERVICE DEPARTMENT AT 570-455-9492 OR BY E-MAIL AT SERVICE@THERMA-TEK.COM.

THERMA-TEK RANGE CORPORATION.

AUTHORIZED FACTORY SERVICE AGREEMENT

This LICENSE AGREEMENT is hereby executed by Therma-Tek Range Corporation, with Executive Headquarters being 9121 Atlanta Ave, #331: Huntington Beach, CA 92646; with Manufacturing Facilities being 115 Rotary Drive: West Hazleton, PA 18202 hereinafter "Company" and

Name of Service Agency _____

Address _____

City/State/Zip _____

Phone _____ E-mail _____ Fax _____

Hereinafter referred to as "Service Agency".

Company hereby appoints the above named company as an authorized Service Agency for products manufactured by Company. In consideration of said appointment, Service Agency agrees to the following:

01. To maintain an adequate stock of replacement parts (if contracted to do so) sufficient for the purpose of servicing all products manufactured by the Company.
02. To use only the parts and supplies furnished or recommended by the Company when performing service on the Company's products.
03. To promptly and satisfactorily service all products manufactured by the Company. In doing so, the following service rate shall prevail, unless established otherwise in writing by the Company.

\$ _____ **Flat rate per completed call (not to include mileage).**

\$ _____ **Initial rate (to include any associated trip charge and the first 30 minutes of labor**

\$ _____ **Increment rate for each additional 15 minutes of labor after the initial 30 minutes**

\$ _____ **Per mile outside of a 30 mile radius from shop location**

NOTE: CALL BACKS WITHIN 30 DAYS ARE AT NO CHARGES.

04. To obtain from the party for whom service is rendered all pertinent information and provide Therma-Tek Range Corporation with said information for the purpose of establishing date of purchase and validity of warranty claim. This will include but is not limited to the **model** and **serial number** of the unit being serviced.

THERMA-TEK RANGE CORPORATION.

AUTHORIZED FACTORY SERVICE LICENCE AGREEMENT (CONT):

05. To fully comply with Therma-Tek Range Corporation's warranties, guarantees and policies. All service questions regarding service problems shall be referred to Therma-Tek Range Corporation for final determination. Service Agency will promptly notify Therma-Tek Range Corporation if it is determined that they are unable to resolve the service complaint.
06. **To maintain adequate comprehensive general liability insurance of \$2 million dollars minimum, workmen's compensation insurance, and public liability insurance on automobile equipment, and to indemnify Therma-Tek Range Corporation and hold Therma-Tek Range Corporation and its agents harmless from liability, claims, damages and expenses in connection with any injury to person or property resulting from activities of Service Agency. Certificates of coverage of each policy shall be furnished to Therma-Tek Range Corporation upon acceptance and signing of this agreement.**
07. To pay Therma-Tek Range Corporation on the first day of each month for parts purchased from Therma-Tek Range Corporation and / or its distributor(s) during the preceding month.
08. To provide Therma-Tek Range Corporation with a list of all zip codes in the contracted service area as well as those in the extended service area.
09. To contact the consumer within twenty-four (24) hours of accepting the service call.
10. To project a professional, courteous, and positive image at all times when representing Therma-Tek Range Corporation.

It is understood and agreed upon by Therma-Tek Range Corporation and Service Agency that Service Agency shall at all times be and remain an independent contractor, and Therma-Tek Range Corporation shall not have the right to control the manner in which Service Agency performs its functions, but only the right to require the final performance specified herein.

Failure to comply with any portion of this agreement may result in the termination of your appointment.

This agreement may be terminated by either party, with or without cause, with thirty (30) days written notification to the other party, with Service Agency continuing to perform its responsibilities in servicing Therma-Tek Range Corporation products during said thirty (30) day period.

Effective this _____ day of _____, 2_____.

Service Agency

Therma-Tek Range Corporation

By: _____

By: _____

Title: _____

Title: _____

WARRANTY CLAIMS PROCEDURE

01. All warranty claims and if applicable Return Authorization (RA) parts must be submitted to and received by Therma-Tek Range Corporation within thirty (30) days of completion of service.

02. Warranty claims must be submitted as follows:
 - A. Completed warranty report (CFESA or NARDA form)
 - B. Job ticket or work order signed by the consumer
 - C. The Service Agency's Manager or Technician must sign the completed warranty report.
 - D. Completely filled out Return Authorization (RA) Form

03. Warranty report must contain the following:
 - A. Name, address, and phone number of the Service Agency performing service
 - B. Name, address, and phone number of the consumer
 - C. Model number of the unit being serviced
 - D. Serial number of the unit being serviced
 - E. Date of installation (proof of purchase is REQUIRED)
 - F. Date the call was initiated, date service call was started, and date completed
 - G. DETAILED description of the consumers complaint
 - H. ACCURATE and COMPLETE description of the corrective action taken (made necessary repairs is not acceptable)
 - I. List of parts used on service call (name of parts and part number)
 - J. Labor charges (breakdown travel and labor on the job include start / stop time)
 - K. Work order number assigned by Therma-Tek Range Corporation
 - L. RA Number (if requested and provided by Therma-Tek Range Corporation)

FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN DELAY OR DENIAL OF PAYMENT ON YOUR CLAIM.