

## **ELECTROLUX HOME CARE PRODUCTS NORTH AMERICA (EHCPNA)** 10200 DAVID TAYLOR DRIVE CHARLOTTE, NC 28262

## INDEPENDENT AUTHORIZED WARRANTY STATION AGREEMENT

This INDEPENDENT AUTHORIZED WARRANTY STATIONAGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2007 by and between ELECTROLUX HOME CARE PRODUCTS NORTH AMERICA ("EHCPNA"), a division of Electrolux Home Care Products, LTD. a place of business at 10200 David Taylor Drive, Charlotte, NC 28262 and \_\_\_\_\_\_ (the "Warranty Station"), which has the identification number and place of business at:

Customer #	
Store Name:	
Address:	
Address:	
City/State/Zip: _	

- 1. The Warranty Station shall perform warranty service regardless of point of purchase of the warranty item and honor warranty claims on designated Brand units listed on Service Division Release SRC010.03 (see attached Exhibit A), in accordance with EHCPNA warranty policies and the Warranty Station will not change such policies unless written authorization from EHCPNA is provided in advance to such change.
- 2. The Warranty Station shall maintain a complete and adequate stock of Genuine EHCPNA parts and all styles of Genuine EHCPNA paper bags, belts and filters at all times in its place of business and, as long as this Agreement is in effect, will use only Genuine EHCPNA parts and Genuine EHCPNA bags, belts and filters for in-warranty repair of EHCPNA products. An inventory may be performed at the option of EHCPNA Field Service personnel at any time.
- Most parts will be invoiced at EHCPNA Warranty Station pricing, which is approximately a fifty-five percent (55%) discount off the list price of each item. However, EHCPNA reserves the right to discounted some parts at lower rates due to changes in product cost or market conditions. All parts will be shipped to the Warranty Station F.O.B. El Paso, Texas. Invoice terms are <u>Net 30 days.</u>
- 4. The Warranty Station must order a minimum amount of parts totaling at least twenty-five dollars (\$25.00) for all phone, fax or mail orders to EHCPNA. However, there is no minimum if the order is placed through the Active Web. Warranty Station privileges include free on-line access to the Active Web, which allows the viewing of product diagrams and the purchase of parts on line.
- 5. All warranty claims are to be filed on-line by the Warranty Station within ninety (90) days of the repair. Credit will be issued to the Warranty Station within seventy-two (72) hours. Claims will be denied if sent to EHCPNA after ninety (90) days. The following information must be included:
  - A. Customer's full name and address
  - B. Model and serial number of unit for warranty claim
  - C. Date purchased
  - D. Date of failure
  - E. Complaint (give full explanation)
  - F. Parts used name and part number
  - G. Fault Code
- 6. For warranty service performed in accordance with the EHCPNA Warranty Policy, EHCPNA agrees to reimburse the Warranty Station at the rates shown on Service Division Release #214E, #259A and #260A.

Independent Authorized Warranty Station Agreement Page 2 of 3

- 7. Warranty service reimbursement does not include:
  - A. Requests from purchasers for instructions in the use of our products.
  - B. Requests from purchasers wanting product checked before warranty runs out.
  - C. Refurbishing or cleaning up of units for resale by anyone.
  - D. Clean up of units which have become inoperative due to customer neglect.
  - E. Dust bags, drive belts, filters, motor fans and accessories
- 8. The Warranty Station must retain all warranty parts until credit has been received from EHCPNA. EHCPNA has the right to ask for the return of one or all of the failed parts for evaluation. A FedEX pick-up tag will be issued for any parts requested to be returned. If the Warranty Station is contacted and no longer has the requested part, EHCPNA shall void the warranty claim.

9. The Warranty Station must follow the following procedure for reporting missing parts to EHCPNA on newly purchased cleaners:

- A. Claims to EHCPNA for replacement of missing parts must be submitted separately from the Warranty Station warranty report.
- B. The following information must be furnished to EHCPNA Consumer Service Division in Bloomington, Illinois:
  - 1. Customer's full name and address
  - 2 Model and serial number
  - 3. Part name and part number that is missing
- C. EHCPNA will complete verification of the above information prior to the shipment of missing parts or accessories to the arranty Station.
- 10. Advertising:
  - A. The Warranty Station's business name will be placed on the EHCPNA list for automatic referral for in-warranty service through the 800 toll free number unless specified. [NOTE: unless specified by which company, the Warranty Station or Electrolux?]
  - B. The Warranty Station may advertise as an Independent EHCPNA Authorized Warranty Station during the period this Agreement is in effect.
- 11. If the Warranty Station wishes to return new and restockable items to EHCPNA which are current and resalable for credit due to incorrect ordering, the Warranty Station must submit a list of these items, proof of purchase and a written request for authorization to return to ENCPNA. A fifteen percent (15%) Stocking fee will apply. EHCPNA is under no obligation to provide a refund for inventory that is in excess of twelve (12) months old.
- 12. In the performance of this Agreement, the Warranty Station shall act as an independent contractor and this Agreement does not constitute the Warranty Station as an agent, employee or legal representative of EHCPNA. The Warranty Station has no authority to bind EHCPNA either contractually or otherwise.
- 13. Any changes in company name, address or ownership of the Warranty Station must be forwarded immediately to the EHCPNA Aftermarket Sales and Service Division in Bloomington, Illinois.
- 14. This Agreement may not be transferred or assigned by the Warranty Station. It supersedes any and all prior agreements between the parties hereto. This Agreement may be terminated by either party at any time with or without cause, without penalty, upon thirty (30) days written notice mailed by the Warranty Station to EHCPNA Aftermarket Sales and Service Division in Bloomington, Illinois, or mailed by EHCPNA to the Warranty Station at the address as listed on page one.

Electrolux Home Care Products North America Independent Authorized Warranty Station Agreement Page 3 of 3

## ACCEPTED AND AGREED

NAME:	NAME:
TITLE:	TITLE: Regional Sales Director
CO NAME:	CO NAME: Electrolux Home Care Products, NA
ADDRESS:	ADDRESS: 10200 David Taylor Drive
	Charlotte, NC 28262
Phone: ()	SIGNATURE:
E-Mail Address:	DATE:
SIGNATURE:	
DATE:	

- IMPORTANT: WARRANTY STATION STATUS WILL BE GRANTED PENDING HEAD OFFICE APPROVAL.
- NOTIFICATION WILL BE SENT VIA EMAIL TO CONFIRM ACTIVATION WITHIN 30 DAYS OF RECEIPT.
- IF THERE IS NO ACCOUNT HISTORY, WARRANTY STATUS WILL BE REVIEWED AFTER A 90 DAY PERIOD.

## PLEASE MAKE A COPY OF THE FORM AND SEND THE ORIGINAL TO:

Regional Service Manager New Warranty Account Applications ELECTROLUX HOME CARE PRODUCTS NORTH AMERICA 32422'F cxlf 'Vc{mt 'F tkg''' Ej ctmvg.'PE'4: 484'''

APPROVED BY:

SIGNATURE:

TITLE: National Service Manager Electrolux Home Care Products, NA 10200 David Taylor Drive Charlotte, NC 28262 SIGNATURE: \_\_\_\_\_

TITLE: National Sales Director Electrolux Home Care Products, NA 10200 David Taylor Drive Charlotte, NC 28262

Rev 1/15/07 250599.1.112346.0010