

## Service Plan Terms and Conditions

1. **Coverage:** This service contract ("Contract") will cover the adjustment or repair of the covered heating/cooling system, water heater, indoor air quality equipment, or electrical system, or the replacement of any covered functional part as specified in this Contract. This Contract applies to the appliance or system at one single residential property as identified in the Contract information documents ("Contract Information Document"). Throughout this Contract, the words "we," "us," and "our" refers to Constellation Home Products & Services, LLC, dba "Constellation." The words "you" and "your" refers to you, the service plan holder, as identified on your monthly bill.

Constellation reserves the right to inspect and approve any equipment before issuing a new service plan. We will waive this inspection if the equipment is currently under manufacturer's warranty or if this plan is a continuation of an existing plan issued by Constellation. Any inspections will be performed at our regular schedule of charges.

2. **Service Call:** In order to obtain non-emergency service under this Contract, call 844-307-4663 for service during the hours between 8:00 a.m. and 6:00 p.m. EST Monday through Friday. All non-emergency service calls and, where offered, inspections (to be completed once a year at the customer's request) will be performed during Constellation's regular working hours (8:00 a.m. to 6:00 p.m. EST Monday through Friday). Every attempt will be made to initiate non-emergency service within 48 hours of the time you contact us for service. Customer shall provide Constellation technician or authorized service providers with safe access to and safe working conditions at and around covered products. The ability of Constellation to provide emergency service within 24 hours is contingent upon weather conditions, customer call volume, road conditions and the absence of event beyond our control, including but not limited to flood, fire, strike, acts of God, etc. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will give consideration to covered malfunctions that affect the habitability of the dwelling. At our sole discretion, Constellation reserves the right to charge a \$75 fee for each non-emergency service call performed outside of our regular working hours. If an additional service technician must be called for assistance on a service call, the customer may be charged for the additional labor.

3. **Term:** Coverage begins on the Start Date stated at enrollment or upon inspection by a Constellation technician or authorized service provider.

If you are a monthly invoiced customer, you will be billed monthly for the Initial Term (as defined on the Contract Information Document) and will continue on a month-to-month basis until terminated in writing by either party or by calling us at 844-307-4663. During the renewal period, each monthly period will be treated as a separate contract period. Monthly-invoiced customers will be billed monthly for the term, until canceled in the manner described herein.

If you are an annually invoiced customer, you will be invoiced annually for the Initial Term and, unless you have opted out of automatic renewals as indicated on the Contract Information Document of this Contract, the Contract will renew for additional one-year terms until either party notifies the other of a cancellation. Constellation will send you a notice of renewal at least 30 days before your paid coverage begins, and before the end of each subsequent one-year term. The renewal notice will include any changes to the Contract terms, conditions, or price. Your Contract will automatically renew unless you notify us at least 10 days before the end of each renewal term that you are canceling or Constellation notifies you that it is not renewing your Contract. If you have opted out of automatic renewal on the Contract Information Document, you will receive a renewal notice, but your Contract will expire unless you send in your Contract, or contact Customer Care to renew your coverage at least 10 days before the end of each one-year term. Constellation is not obligated to renew this Contract.

4. **Cancellation:** You may cancel this Contract at any time with written notification to Constellation, or by contacting Customer Care during normal business hours. If you cancel this Contract within thirty (30) days of the date issued and service has not been rendered, we will refund all amounts paid. If you cancel after the first 30 days during the Initial Term of the Contract and no service has been rendered, Constellation is entitled to payment for the full year value of the Contract. If you cancel during the Initial Term and service has been rendered, or if you are a customer that is invoiced annually and you cancel during a renewal term and service has been rendered, then Constellation is entitled to keep the lesser of either: its cost of any service already performed or the full year's value of the Initial Term or renewal term, as applicable. If cancellation occurs after the Initial Term and no service has been provided, refunds will be prorated based on the number of full months

remaining under the renewal term of the Contract. Constellation may upon 30 days' prior written notice cancel this Contract for fraud, material misrepresentation, or non-payment by you; or if required to do so by any regulatory authority. If Constellation cancels your Contract in accordance with the preceding sentence, it will issue you a pro rata refund reflecting amounts you paid for the remaining months of the Contract term. Constellation reserves the right to change terms and conditions and/or pricing with 30 days notice to you in accordance with applicable law.

**5. Coverage and Exclusions:** Where available, service coverage will be applicable to customer based on arrangements made at the time of purchase as indicated in the Contract Information Document.

a. **General:** The Contract does **not** cover air filters, cabinet parts, decorative trim, accessories, drip pans, leveling legs, catalytic surfaces, finish discoloration, touch up, any associated masonry work or drywall work, repair or replacement of parts involving friable asbestos, and attic units without appropriate flooring. Normal routine maintenance for non-HVAC equipment, such as oiling, inspections (except where otherwise specified), seasonal turn-ons/turn-offs or cleaning of filters, ducts and chimneys (excluding base) is not covered. Service and parts must be provided by a Constellation technician or authorized service provider. Service Plan customers who are eligible for service coverage, may receive a maximum discount of 15% to be applied against standard repair charges in instances where the repair is not covered under the Contract. Certain brand restrictions apply. At the time coverage begins, equipment must be in good working condition and meet code requirements.

**If the heating/cooling system, water heater, indoor air quality equipment or electrical system component is covered under this Contract but not repairable due to its general condition or due to the inability of the manufacturer to provide suitable parts, Constellation shall have no liability other than to return the monies paid during the current month.** Replacement parts may not be available for products greater than ten years old. Constellation reserves the right to restrict specific ages and makes of equipment from eligibility due to non-availability of parts, and the choice of parts to be used shall be at the discretion of Constellation. Constellation will put forth its best effort to provide replacement parts, components or systems of similar mechanical capabilities and/or efficiency of the original unit (where available). However, Constellation is not liable to provide exact match in color, type or brand. Constellation is under no obligation to upgrade or make modifications to the original system, components or items covered by this Contract.

Service made necessary as a result of fire, theft, flood, acts of God, accidental damage, abuse, neglect, vandalism, unauthorized alterations or any other abnormal conditions is not covered. Constellation shall not be liable for any consequential or other damages resulting from the failure of the system or any part thereof. Systems with pre-existing conditions, faulty design or installation will not be covered.

This Contract shall **not** include any mold or mildew evaluation, remediation mold prevention or other related services. Constellation shall not be required to identify, detect, encapsulate, or remove asbestos or products or materials containing asbestos or any other potentially hazardous substances or materials, including but not limited to mold and mildew (collectively "Hazard"). Customer has sole responsibility and liability for the proper identification, removal, disposal or correction of any Hazard at the job location. Customer also has the sole responsibility to remediate any mold-related problems regardless of when and how such problems may accrue. Customer shall indemnify, defend and hold harmless Constellation and its affiliates, contractors and subcontractors to the fullest extent permitted by law with respect to any claims, liability, cost or expense (including but not limited to attorneys' fees) of whatever nature incurred as a result of any Hazard on or relating to customer's premises.

b. **HVAC/Water Heater/Indoor Air Quality Equipment:** This Contract does **not** cover roof top units, electric baseboard units, air conditioners or heat pumps connected to earth coupled or ground source heat pumps, electric radiant heating, oil-fired or oil-condensing units, combination solid fossil fuel units, commercial applications over 500,000 BTU/HR input, single heating systems that supply more than two heating zones or heating/cooling systems partially or completely powered by solar energy, window air conditioners, water heater tank failure, water heating systems partially or completely powered by solar energy, expansion tank, combustion shut-off system. Service to repair and/or replace heat exchangers, burner assembly replacements, outside temperature sensors, jacket trim, decorative parts, chimneys, registers, add-on power vents, vent connectors, air filters, fuel lines, fuel storage tanks, fuel shutoff valves, refrigerant, water piping, circuit breakers or exposed wiring, portable humidifiers, media filter air cleaners, digital thermostats (unless installed by Constellation), insulation, duct work, sealed systems, remote automatic water feed, boiler sections, solution pumps, internal or external domestic water heating coils and their associated parts, water leaks at the circulator flanges and piping, or any otherwise covered part which is inaccessible. Any service work or replacement of parts caused by faulty system design or installation, or the correction of any problem directly connected with the heating system itself, such as venting air at radiators, flow valves, balancing systems,

surging steam systems or zone valves and zone controls, auto fill valves, flow checks, boiler feed pumps, steam traps, or thermal expansion devices for water heaters. Any water leaks caused by a clogged condensation or drain line. Any increase in utility bills resulting from use of emergency heat. Any energy saving devices that are added onto the original heating/cooling systems unless otherwise stated above.

This Contract **shall** cover the adjustment, repair or replacement of the functional parts that fail through normal use for: **(1) Heat Pumps (outdoor unit) and Central Air Conditioners:** fan assembly, defrost control and timers (heat pump only), capacitor, relays (central air conditioner only), controls, transformer, thermal fuses (heat pump only), reversing valves\* (heat pump only), compressor\*, indoor and outdoor coils\*, start device, metering device\*, crankcase heater (external only), valves (central air conditioner only), accumulator, filter/driers and connecting refrigerant lines\*, fan control, and thermostat and exposed wiring; **(2) Heating Systems and Forced Warm Air:** draft hood (gas only), fan and limit control, electronic ignition (gas only), circuit boards, transformer, built-in draft inducer motor (gas only), fan relay and internal wiring, belts and pulleys, fan, including bearings, housing, blades, motor, and capacitor, door switch, condensate pump, sequencers and limits (electric only), heating elements (electric only), thermostat and exposed wiring, controls, regulator, gas valves, pilot (up to two) and orifices (gas only), main burner (gas only), pressure switch, transformer, ignition module, manifolds and burners, condensate traps and drains; **(3) Hot Water Boilers and Steam Boilers:** draft hood, aquastat and internal wiring, gas controls, regulator, gas valves, and pilot (up to 2), main burner, circulator, motor coupling and circulator pump (up to 4 zones), drain valve, built-in relief valve, gauge, pigtail, glass gauge Including tricock, low water cutoff and automatic waterfeed, steam pressure control and internal wiring, thermostat and exposed wiring; **(4) Aquatherms:** evaporator coils, blower motor and blower wheel, heating coil, check valve, mixing valve\*, fan relay and controls, pump relay, water pump, temperature and pressure relief valve, water valve (if present), draft hood, anode, flue baffle, thermostat, drain valve, ECO safety control, burner pilot, gas burner, dip tube, thermostat and exposed wiring; **(5) Ductless Air Conditioners and Ductless Heat Pumps:** circuit board, compressor\*, condenser coil\*, reversing valve\*, sensors, transducer, condenser fan motor, metering devices\*, start device, refrigerant valves, accumulator\*, defrost controls, control wiring\*, indoor circuit board, evaporator coil\*, thermistor, blower wheel/motor, drain pan, thermostat (remote), air filters; **(6) Water Heaters:** up to 80 gallons, temperature and pressure relief valve, water valve (if present), anode, , dip tube, drain valve, temperature control and thermostats (electric only), heating elements (electric only), draft hood (gas only), flue baffle (gas only), thermostat (gas only), ignition control (gas only), transformer (gas only), gas controls, regulator and valves (gas only), burner pilot and orifices (gas only), , burner assembly; **(7) Heat Pump Water Heater:** Fan and associated components, temperature & pressure valve, evaporator coil\*, electric heating elements, controls compartment, drain valve, washable air intake filter, compressor\*, water-cooled condenser, drain line connection, water condenser inlet and outlet, circulator pump; **(8) Tankless Water Heater:** heat exchanger and heat exchanger thermistor\*\*, inlet and outlet thermistor, burner assembly (with ODS), flame rod/electrodes/ignitor, gas valve assembly, transformer, blower motor, PC board, water flow solenoid/water valve (if present); **(9) Whole House Humidifiers and Electronic Air Cleaners:** all functional parts. **\*Covered only under manufacturer's warranty.**

c. **In-Home Electrical:** This Contract does **not** cover service entrance cables, light fixture replacement, fire or security alarms, intercoms, doorbells, timers, inadequate wiring capacity, power surge or failure, failure due to rodents or insects, non-approved wiring connections or junctions, low voltage wiring systems, landscape lighting, attic power ventilators, central vacuum systems, direct current (DC) wiring or components, garage door openers, ceiling fans, improper size of panel (overloaded), code violations (local, state or federal), power failure, light bulbs, touch pad assemblies, remote transmitters, and knob and tub wiring.

This Contract **shall** cover the adjustment, repair or replacement of the following functional parts that fail through normal use: exposed interior wiring; panels and sub-panels (repair only); breakers; fuses; receptacles; GFI receptacles; switches; bathroom built-in exhaust fans (repair only); exposed junction boxes; light fixture repair; outdoor motion-sensor lights; photocells on outdoor lights (no underground wiring).

**Constellation shall not be required to provide repairs exceeding a cost to Constellation of \$2,000 in any consecutive 12-month period, provided however, if your service plan only covers Water Heaters, then your total amount for water heater repair is limited to \$500 in any consecutive 12-month period.**

**6. Limit of Liability: IN NO EVENT SHALL CONSTELLATION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES WHETHER IN CONTRACT OR IN TORT FOR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY ACTIONS UNDERTAKEN PURSUANT TO THIS CONTRACT OR THE FAILURE OF THE EQUIPMENT OR ANY PARTS OF THE EQUIPMENT. The sole and exclusive remedy against Constellation or its agents, employees, officers or affiliates for any damages arising from Constellation services, equipment or work shall be limited to repair or replacement of Constellation-installed or service equipment and shall not exceed the lesser of (a) the direct actual damages incurred to**

**your equipment, (b) the replacement value of the equipment provided hereunder, or (c) three times the amount of money actually paid to Constellation under this Contract. In no event shall Constellation have any liability for any damages relating to alleged mold remediation, leakage/spillage of fuels (propane or natural gas) from a storage tank, fuel pipe or any part of the system and/or equipment.**

**7. Payment Obligation; /Late Payments:** Customer agrees to pay each of the payments indicated in this Contract when billed. You will be charged \$25.00 for any returned check. You will pay a late charge of the greater of \$5.00 or 5% of the payment due, or the maximum amount permitted by law, whichever is less. For billing inquiries, call 844-307-4663 between 9:00 a.m. and 4:00 p.m. EST, Monday through Friday.

**8. Default; Default Remedies:** You shall be in default if you fail to make any payment due under this Contract when billed for same. We may suspend service under this Contract until any amount due under this Contract is fully paid.

**9. Costs and Attorney's Fees After Default:** You agree to pay all court costs and other collection costs (including field collection costs and attorney fees) actually incurred relating to your default.

**10. Miscellaneous:** This Contract supersedes all prior proposals, understandings, negotiations, and all other agreements and discussions, oral or written, between the parties relating to the subject matter of this Contract. The Contract and its Terms and Conditions and the enrollment letter constitute the entire agreement between the parties. In the event of a conflict between the product offering specified in the enrollment letter and this Contract, the enrollment letter will govern. Any provision of this Contract which may be contrary to law shall not invalidate any of its other provisions. All rights and remedies hereunder are cumulative and not alternative. We may waive or delay enforcing any of our rights without waiving it as to any others

**11. Assignment:** You may not assign or transfer this Contract without our written consent. We may assign the Contract to any other party including but not limited to another creditor. If we do this, the assignee will have our rights and privileges under this Contract with respect to the unpaid balance assigned.

**12. Governing Law:** The Contract is governed by PENNSYLVANIA law without respect to any conflicts of law provisions. **THE PARTIES IRREVOCABLY CONSENT TO VENUE AND JURISDICTION IN PHILADELPHIA, PA. CUSTOMER AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR THE RIGHT TO INITIATE A CLASS ACTION.**

**13. Warranty:** CONSTELLATION MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AND DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM OR USAGE.

**14. Taxes:** Constellation shall collect from customers all taxes required by law and shall remit such taxes to appropriate governmental agencies.

**15. Authorization:** By entering into this Contract, you authorize Constellation to share your customer information with our affiliates. You may notify us in writing if you wish to rescind this authorization.

**16. Notice:** Constellation may use persons not employed by Constellation for the sale, advertising, or performance of this Contract.

Constellation Home Products & Services, LLC is doing business as Constellation.

SP\_PA 10/22