

Reyes Appliance Services LLC

Terms and Conditions

If you contract with Reyes Appliance Services LLC to do work for you (the “customer”), the following terms and conditions will apply to the services we perform and the spare parts or other goods we provide. It is your responsibility to familiarize yourself with these Terms and Conditions before you allow our technicians to begin work. These terms are available on our website, by email or printed by request at the time of your appointment. Allowing our technicians to commence service constitutes acceptance of all terms and conditions detailed herein.

NON-REFUNDABLE DIAGNOSTIC FEE

We charge a non-refundable service call fee (“Diagnostic Fee”) for all non-warranty visits to “Customer’s” residence or business. The “Diagnostic Fee” will be quoted to you prior to our visit. The fee covers costs incurred by us for travel and the performance of diagnostic services by a trained Reyes Appliance Services, LLC technician. By accepting the Job Order, Estimate or appointment, you acknowledge to agree to 1) to pay the Diagnostic Fee in full whether Reyes Appliance Services, LLC performs recommended repairs or not; and 2) that the Diagnostic Fee will not be credited towards the cost to repair in the event the “Customer” agrees to have Reyes Appliance Services, LLC perform the recommended repairs unless otherwise stated by Reyes Appliance Services LLC team.

ESTIMATES AND INVOICES

The Estimate and Invoice summarizes the costs for the parts and services we estimate are required to repair your appliance(s) (the “Repair Quote”). By accepting the Job Order, you acknowledge that you agree to the terms of the “Repair Quote” and agree upon scope of work. If applicable, sales tax is included in the “Repair Quote”. Invoices sent to you must be paid in full at the time of job completion. We require parts to be paid in full before we order them from our suppliers. By accepting the Estimate you agree to pay in full the parts before they can be ordered or sourced.

PAYMENT TERMS AND COLLECTION COSTS

Payment is due and will be collected in full upon completion of services unless we agree otherwise in writing. Payment may be made by cash, debit or credit card. No checks. Any bank draft will be charged a processing fee of \$25.00. You agree to pay all expenses incurred by Reyes Appliance Services LLC for the collection of any unpaid amounts including, but not limited to all attorney fees, filing fees and costs. Past due amounts shall bear interest at the annual rate of 18%, or the maximum otherwise

allowed by law, whichever is less. Failure to pay will also put you on a "Do not Service" list, and will prevent you from getting services from Reyes Appliance Services, LLC in the future.

Reyes Appliance Services LLC does not work with Net15, Net30 or any payment plan. All jobs must be paid upon completion.

NO SHOWS OR MISSED APPOINTMENTS

Reyes Appliance Services LLC will do our best to let you know when the tech is on his way to your scheduled appointment. Likewise, it is your responsibility to let Reyes Appliance Services LLC know if you will not be available or will be stepping out during your scheduled time frame to prevent a no show from one or both parties. If the technician arrives and the customer is not home or does not answer the door, the technician will wait 10 minutes before leaving and the customer will lose the appointment and will need to pay a penalty fee along with the balance due before rescheduling. Customers can pay inspection upfront and leave instructions for the technician, if you will not be home and the technician will email you the estimate for repair after the diagnosis. However someone over the age of 18 must be present in the home for safety and security reasons.

PENALTY FEE

Penalty fees can range between \$35 - \$125. After 3 Missed Appointments the customer will be placed on a "Do Not Service" list.

WAIVERS

It is the responsibility of the customer to familiarize themselves with waivers we have in place surrounding the provision of any services we provide. We only provide services under these waivers and our price is based on the customer accepting our waivers. By requesting that we perform the work, you are accepting our waivers. If one or part of these waivers is found to not be enforceable that will not prevent the remaining waivers from being enforced.

WAIVER OF DAMAGES WHEN MOVING APPLIANCES

You understand there is inherent risk in such movement. There is risk of damage to the machine itself, and to areas surrounding its installation, including but not limited to flooring, cabinets and countertops. You acknowledge the technician is not required to move the appliances. In exchange for his willingness to do so, you promise to hold faultless, both the technician and Reyes Appliance Services LLC from any and every liability associated with any such damage as may occur in connection with this movement.

WAIVER OF DAMAGES FROM WORKING WITH WATER

You understand the machinery that's being worked on is connected with the building's plumbing system, and whenever any machinery is so connected, there is an inherent risk that component failure, imperfect connections and/or other faults could result in unintended leakage and/or flooding within the building, causing significant and sometimes catastrophic damage. Except for cases of gross, clearly proven, and explicitly identifiable carelessness by the technician, you promise to hold faultless Reyes Appliance Services LLC, its principals, agents and employees from any and all damages, harms or liability that may result from such an occurrence. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

WAIVER OF DAMAGES FROM FAILED COOLING EQUIPMENT

You understand that, like any machinery, refrigeration equipment consists of a multiplicity of complex components, any of which can fail without warning, and that any effort to service and/or repair the same carries inherent risk. Diagnoses are not always straightforward, and, even when carefully performed, repair and/or service work may involve imperfections that result in failure of the machinery to perform as intended. Such failures may lead to food spoilage, discomfort, inconvenience, and (particularly in commercial contexts) even loss of revenue as associated with canceled or failed events, inability to service customers, etc. You acknowledge that, by undertaking to service and/or repair your equipment, Reyes Appliance Services LLC is not accepting responsibility for any such risks. You agree all such risks are your own (and/or your company's) alone, and you agree to hold faultless and exempt from liability Reyes Appliance Services LLC, its agents and employees from any and all such harms. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

WAIVER OF DAMAGES FROM LIFTING GLASS COOKTOP

You understand that, in lifting a glass/ceramic cooktop surface to access components below it, there is an inherent risk of breakage. The top is attached with strong adhesive, and it is not always possible to achieve separation without the surface fracturing. While expecting the technician to exercise every due level of care, You nevertheless recognize that the Technician and Reyes Appliance Services LLC explicitly refrain from accepting any responsibility for these risks. You agree all such risks are your own (and/or your company's) alone, and you agree to hold faultless and exempt from liability Reyes

Appliance Services LLC, its agents and employees from any and all such responsibility. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

LIMITATION OF DAMAGES

Reyes Appliance Services LLC shall not be held responsible for any and all special, incidental, indirect or consequential damages arising from breach of warranty, breach of contract, negligence or any other legal theory in connection with this agreement. Reyes Appliance Services LLC's liability for damages is limited to the amount actually paid by customer in the corresponding invoice for the Job Order. This limitation does not apply to claims for personal injury.

ENTIRE AGREEMENT

These General Terms and Conditions of Service and each Job Order constitute the complete agreement ("Agreement") between Reyes Appliance Services LLC and Customer and supersede all prior or contemporaneous agreements or representations, written or oral.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the state of California without regard to its choice of law principles. Any disputes arising under this Agreement shall be finally resolved by binding arbitration conducted by the Arbitration & Mediation Center in Santa Rosa, CA, in accordance with the Federal Arbitration Act and pursuant to the Commercial Rules of the American Arbitration Association. If the Federal Arbitration Act is inapplicable, then the Uniform Arbitration Act, Title 9., Code of Laws of California (2018), as amended, shall apply.

