

Extended Service Agreement

- 🔊 Got Service? Here is a great way to include service as a follow-on sale to any product purchase.
- 🔊 You can also use this to provide service for any product for which you did not sell, where the customer needs someone to take care of it for them.
- 🔊 You may want to revise “what this agreement does not cover” to include (and charge for) these things as routine maintenance!

- 🔊 The first part of the Memorandum should be completed and distributed to the other party along with a copy of the Extended Service Agreement.

Date:

 [Date]

To:

[Name of Customer]

From:

[Owner/Founder]

[Company]

Subject:

Extended Service Agreement

Attached is an Extended Service Agreement to set forth the terms of our extended service contract. I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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
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Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.


Extended Service Agreement

🔊 Complete the following section with the requested information for each sale.

[Name of Product]

Date Contract Purchased

Date Contract Expires

Manufacturer 

Model #

Serial #

Dealer

City, State, Zip

Customer Name

Address

City, State, Zip

Telephone

🔊 This first paragraph summarizes the Agreement. The Dealer agrees that if the Product fails after the period of time (entered in brackets) following the original purchase date, the Dealer will replace that Product at no charge. For the first insert enter the name of the Company providing the extended

warranty. For the second insert, enter the name of the Product, and for the third insert, enter the duration of the extended warranty.

Summary of Agreement:

[Company] ("Dealer") agrees that after the expiration of the original manufacturer's warranty, if your [Name of the Product] ("Product") fails within [xx] years after the original purchase date of the Product, as a result of a manufacturing defect, the Dealer shall replace your Product free of charge.

☞ This is a standard introductory section that basically says that the Dealer agrees as follows.

1. Agreement

This document describes the protection you have under this Agreement in return for payments by you of the total charge(s) for the Product. This Agreement is subject to all the terms and conditions described in this Agreement. The Dealer agrees to provide the coverage specified below during the Coverage Term that is defined below.

☞ Section 2 defines the duration of the warranty. Enter the warranty duration in the brackets.

2. Coverage Term

The Term of coverage for your Product shall be [x] years.

☞ At its option, the Dealer will repair the Product or pay to have it repaired except if it fails for one of the reasons listed in Section 4. If the cost to repair the Product is more than the replacement, the Dealer, at its option, can replace the Product. You may want to include the words set in brackets, as this protects you if the identical Product is not available.

3. What this Repair Agreement Covers

At our choosing, we will provide or pay for on your behalf the cost of labor and repair or replacement parts in the event your Product fails to operate for any reason except those stated in Section 4 below. If the cost of repair exceeds the cost of replacement, we may at our option replace the Product [with a similar available model].

☞ Section 4 describes all of the situations where this Warranty would not apply. You can leave this section as it is or delete those subsections or parts of subsections that do not apply. However, it is always better to have too much when you are trying to exclude items from coverage than to have too little.

4. What this Repair Agreement Does Not Cover:

(1) If you fail to operate and maintain your Product properly in accordance with the manufacturer's instructions, you are responsible to pay the costs of repair or replacement; (2) the Dealer will not cover the cost of the Dealer assembly, installation, setup or any repairs or services covered by the manufacturer's warranty;

(3) the Dealer will not cover the Product if it used for commercial purposes. The Dealer will not cover diagnostic charges, pick-up and delivery charges or periodic maintenance and check-ups; and

(4) the Dealer will not cover the following costs that are your responsibility:

4.1 Air or water filters, antennas, badges, batteries, buttons, external fuses, external hoses, handles, hinges, internal or external bulbs, knobs, lamps, light covers, locks, plastic or metal trim, protective glass, discs, cartridges, needles, records and tapes; cleaning audio or video heads, tape paths or posts.

4.2 The cleaning of electrical connections; lubricating hinges, joints.

4.3 The costs caused by using accessories not approved by the manufacturer or incorrect connections

of signal leads or application of incorrect electrical supply.

4.4 Any damage or failure resulting from: external causes including accident, earthquake, explosion, fire, flood, freezing, hail, lightning, theft, water, windstorm, interference from external sources, or inadequate plumbing, wiring or structural support.

4.5 Bruising, denting, scratching or direct application of a tool; improper adjustment of customer controls; abuse or misuse; loss of use of Product or consequential loss of any nature.

4.6 Damage or loss occasioned by or happening as a result of an act or invasion of foreign enemy, civil war, civil commotion, hostilities (whether or not war is declared), insurrection or military or usurped power, labor disturbance, lock-out, riot, strike, war.

4.7 Products not having a manufacturer's warranty; failure occurring outside the United States; failure rising from the abnormal variation or failure of electricity or water supply.

🔊 The Customer must call The Dealer at the number(s) specified below. For the first insert, provide the Dealer's phone number. For the second insert, provide an alternative number (the Agreement Administrator, if applicable).

5. Who to Call For Service

Contact the Dealer at [enter Dealer's phone number] for the number of your nearest Authorized Service Center. If you are not able to contact your selling Dealer, the contact the Agreement Administrator at [x] (Enter an alternative number).

🔊 Section 6 explains that the Customer must use a Dealer Authorized Service Center.

6. Your Responsibilities if You Need Repair Service

You must use a Dealer Authorized Service Center. Check your Product fully before calling for in-home / on-site service or before taking it to the Authorized Service Center. Many apparent faults can be due to simple circumstances, like the appliances not switched on, being unplugged or the fuse blown at the junction box. For a Product using batteries as its prime power source, or a remote control unit, check that the batteries do not need recharging or replacing. Use the manufacturer's instruction manual and follow the instructions carefully to insure that the "fault" cannot be corrected by you.

7. Conditions

🔊 If the Customer sells the Product, the warranty will remain in effect so long as that new owner sends his name and address to the Dealer. The Dealer may also require a registration fee. In the first insert, enter the transfer fee, if any. If there is a transfer fee, leave the second insert in place, if there isn't a fee, then delete it.

7.1 Transferability. This contract is transferable by the original purchaser [for a registration fee of \$10.00] for the balance of the original extended protection period. The Product may be re-registered by mailing information [along with check or money order to] Dealer: "Attention Registration Dept." Include the contract number, the date of new ownership, the new owner's name and complete address.

🔊 Section 7.2 allows the Dealer to replace the Product with a similar Product if it cannot be fixed.

7.2 Our right to replace the Product In the event that we determine that the Product is unrepairable, we may replace it with a Product of like kind and quality. This Agreement will apply to the replacement Product for the balance of the Coverage Term under this Agreement.

🔊 Section 7.3 addresses the Customer's ability to cancel this Warranty along with his ability to receive a refund. Choose one of the following options. You may increase or decrease the cancellation charge or you can completely eliminate it.

7.3 Cancellation. You [may not cancel this Agreement / may cancel this Agreement by notifying us in writing. We will pay you a prorated refund based on the time expired less a \$10.00 cancellation charge].

[Company]

Customer

[Owner/Founder]

[Name]

Title

