# EXTRA WARRANTY OFFER

Subject to the following Terms and Conditions, we (Extra Sales Limited) promise to provide you (the customer) with an "Extra Warranty" as defined below.

### 1. Interpretation

- 1.1 "Extra Warranty" means the repair and replacement service that we will provide for the Home Improvements. The Extra Warranty will take effect at 00.01 am 28 days after Activation.
- 1.2 "Home Improvements" means the home improvements described by you when you applied for an Extra Warranty.
- 1.3 'Contractor' means the contractor carrying out the Home Improvements.
- 1.4 "Activation Date' means the earliest date you can activate your Extra Warranty.
- 1.5 "Registration" means the date on which the Extra Warranty is registered by us
- 1.6 "Service Period" means 10 years from the first day of the Extra Warranty taking effect.

### 2. Commencement and Duration

- 2.1 These Terms and Conditions shall take effect immediately on Registration.
- 2.2 These Terms and Conditions shall continue until the end of the Service Period.

#### 3. Activation

- 3.1 The Extra Warranty must be activated by you on, or no more than 28 days after the Activation Date in order to take effect.
- 3.2 Unless stated otherwise, the Activation Date will be 10 years from the Registration date.
- 3.3 You can activate the Extra Warranty using the <u>Activate</u> link on your dashboard at extrawarranty.co.uk.

### 4. Extra Warranty Cover

If any part of or all of the Home Improvement product(s) fail due to defects in the original manufacture during the Service Period, we will repair or replace the defective components free of charge. All repairs will come with an insurance-backed guarantee.

#### 5. Extra Warranty Exclusions

- Fair wear and tear. Degradation of the quality of the product(s), as expected over time.
- **Accidental damage.** Unintentional and unexpected physical damage to the product(s) or impairment to functionality caused by wind, storms, adverse weather, lightning, corrosion, people, animals, or accidents.
- **Negligence**. Failure to clean, service and maintain, in line with industry, recommended guidelines, the product(s) covered and any part of your property that may directly or indirectly affect the product(s) covered.
- Criminal Acts. Damage caused by break-ins, theft, vandalism or criminal damage.
- Prior Faults. Faults that occurred prior to the commencement of the Service Period.
- **Consumables.** Any consumable items (e.g. batteries, brushes, bulbs, filters etc.).
- Appliances. Any gas, oil or electrical appliances.

### 6. Extra Warranty Claims

- 6.1 If you wish to make a claim, you can do so using the <u>Claim</u> form on your dashboard at extrawarranty.co.uk.
- 6.2 We reserve the right to charge a call-out fee of £75.00 inc VAT for each and every claim you make.

#### 7. Full Disclosure

We reserve the right to arrange an independent inspection of the Home Improvements or any documentation provided by your contractor at any time. If an inspection is required, you will be notified by either telephone or email, and a message will appear on your dashboard at extrawarranty.co.uk. If an inspection is required, the cost will be borne equally between you and us.

#### 8. Cancellation

- 8.1 You may reject this Extra Warranty offer up to 28 days after Registration and receive a full refund of any fees you have paid to us. Any notice of cancellation must be made by electronic mail to cancellations@extrawarranty.co.uk.
- 8.2 This Extra Warranty will be cancelled with immediate effect if you refuse, impede or fail to comply with any inspection request made by us.

## 9. Liability

- 9.1 This condition sets out our entire financial liability to you in respect of
- a) any breach of this Extra Warranty offer;
- b) any use you make of any of the services supplied under an Extra Warranty;
- c) any representation, statement, or tortuous act or omission arising under or in connection with this Extra Warranty offer.
- 9.2 Our entire financial liability to you, in respect of condition 9.1, shall not exceed the total amount paid by you for the Home Improvements.
- 9.3 Subject to clause 9.4, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.4 Nothing in this Agreement shall affect your statutory rights.

#### 10. General

- 10.1 You acknowledge and agree that by accepting these Terms and Conditions, you do not rely on any undertaking, assurance, promise, statement, representation, warranty or understanding relating to these Terms and Conditions other than as expressly set out in these Terms and Conditions.
- 10.2 If any provision (or part of a provision) of these Terms and Conditions is found by any court to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 10.3 No variation of these Terms and Conditions shall be valid unless it is in writing and signed by or on behalf of you and us.
- 10.4 These Terms and Conditions and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 10.5 This Extra Warranty offer is not transferable.

EXTRA SALES LIMITED, THE MILLS, CANAL STREET, DERBY, DE1 2RJ. COMPANY REG. 8227939