EXTRA WARRANTY PROMISE

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 "Promise" means the undertaking made by us to provide an Extra Warranty subject to these Terms and Conditions.
- 1.2 "Extra Warranty" means the non-insurance backed repair and replace services that we will provide for the Home Improvements. The Extra Warranty will take effect at 00.01am 28 days after Activation.
- 1.3 "Home Improvements" means the home improvements described by you when you applied for an Extra Warranty.
- 1.4 "Activation Date' means the earliest date that you may 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 The Activation Date will be on the tenth anniversary of Registration.
- 3.3 You can activate the Extra Warranty using the Activate form 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.

5. Extra Warranty Exclusions

- Fair wear and tear. Degradation of the quality of the product(s), as would be 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 (eq. 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 during the Service Period you can do so using the <u>Claim</u> form at extrawarranty.co.uk.
- 6.2 We may ask you to supply digital evidence to substantiate any claims you make. We reserve the right to arrange for an assessor to visit your property to assess any claims. If an assessment is required the cost will be borne equally by you and us.

7. Full Disclosure

We reserve the right to arrange an inspection of the Home Improvements at any time. If an inspection is required the cost will be borne equally by you and us.

8. Cancellation

- 8.1 You may cancel your application for an Extra Warranty at any time. Any notice of cancellation must be made by electronic mail to cancellations@extrawarranty.co.uk.
- 8.2 Cancellations made within 14 days of purchase will be subject to a full refund.
- 8.3 This Extra Warranty will be cancelled with immediate effect if you refuse, impede or fail to comply with any request made by us to inspect the condition of of the Home Improvements.

9. Liability

- 9.1 This condition sets out our entire financial liability to you in respect of:
- a) any breach of this Promise;
- b) any use you make of any of the services supplied under this Promise;
- c) any representation, statement, or tortuous act or omission arising under or in connection with this Promise.
- 9.2 Subject to condition 9.3, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Promise.
- 9.3 Nothing in this Promise 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 Neither this Extra Warranty Promise nor the Extra Warranty are transferable.

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