

CONGRATULATIONS on purchasing your new ALL – in – ONE Dishwasher Essentials Solution which includes The Excelsior® Stainless Steel Hoses

Invoice #:__

_ Date:

Service: 1-800-661-7313 service@soswarranty.com

Thank you for your recent purchase of the Excelsior® Essentials Solution by Phoenix A.M.D. International Inc.

SOS Warranty Services Inc., the service provider for Excelsior®, guarantees to the owner of the Excelsior® Stainless Steel Hoses to provide coverage against defective materials & workmanship with the hoses under normal household use for 5 years. This coverage begins upon the product purchase date and continues for the term of 5 years.

+ Additionally, we offer an exclusive 5 year warranty to cover up to \$1,000 towards the owner's Home Insurance deductible, in the event of water damage caused by defects with the Excelsior® Stainless Steel Hoses, to the owner's property and/or third parties property.

In order to be eligible for coverage under this policy, the Excelsior[®] Stainless Steel Hoses must be purchased from an authorized Retailer. This policy is transferable within 5 years from the date of purchase. The owner of the Excelsior[®] Stainless Steel Hoses may be required to provide proof of purchase in the form of the original invoice.

3 EASY WAYS TO MAKE A SERVICE CLAIM... 24 / 7 accessibility to service claim registration:

Have your proof of purchase readily available and do one of the following within 14 days of the incident:

- 1. Contact our **Customer Care Department at 1-800-661-7313**, option 2, and follow the prompts to reach one of our dedicated Customer Service Specialists. Our Service Department is open Monday to Friday 9 A.M. to 5 P.M. (EST); OR
- 2. You can e-mail us at **service@soswarranty.com**; OR
- 3. Go to <u>www.excelsiorservice.com</u> and follow the prompts/buttons. Submit your claim by creating an account, registering your item and then completing claim form. You may be required to submit photos.
- 1. The Service Process for Warranty claims of defective materials & workmanship of the Excelsior® Stainless Steel Hoses, SOS Warranty Services Inc. may either have your hoses serviced by an authorized repair technician, or replaced.
- 2. The Service Process for coverage up to \$1,000 towards the owner's Home Insurance deductible in the event of water damage caused by defects with the Excelsior® Stainless Steel Hoses will be as follows:
 - a. The service claim must be submitted to SOS Warranty Services Inc. within 14 days from the incident.
 - b. Damaged hoses must remain available for inspection until claim is finalized; and the owner may be requested to return them to SOS Warranty Services Inc.
 - c. SOS Warranty Services Inc. may send an authorized technician to your home at our expense for inspection of the water damage caused by the Excelsior® Stainless Steel Hoses.

RESPONSIBILITY OF THE SERVICE PLAN OWNER :

The owner of the product covered by this warranty is entirely responsible for:

- A. operating their appliance in accordance with the manufacturer's instructions;
- B. performing routine maintenance to the appliance as recommended by the manufacturer; and
- C. performing all necessary servicing and repairs to their appliance. FAILURE TO COMPLY WITH THESE CONDITIONS WILL VOID FURTHER COVERAGE with the Excelsior® Stainless Steel Hoses. The owner shall reasonably cooperate with SOS WARRANTY SERVICES INC. in their efforts to perform their obligations under this agreement. Unauthorized repairs and/or modifications to the product or appliance will void this agreement. The plan owner may be asked to return the damaged hoses at their own expense.

Service will be provided during normal business hours. In the event that the homeowner fails to keep an In-Home Service appointment/assessment, the homeowner will be responsible for paying the cost of the appointment/assessment based on the prevailing rate within the industry at the time of the request. In the event the homeowner refuses to pay any monies owed to SOS Warranty Services Inc., the present warranty will be terminated, without reimbursement to the homeowner.

LIMIT OF LIABILITY:

- The present warranty applies only to the Excelsior® Stainless Steel Hoses purchased and is deemed as having been fulfilled once the Excelsior® Stainless Steel Hoses have been replaced; OR
- Once SOS Warranty Services Inc. has paid out up to or equal to \$1,000 due to water damage caused by defective stainless steel hoses.

Limitation of Liability: THE FOREGOING WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF THE PURCHASER / OWNER FOR ANY DEFECTS OR DEFICIENCIES IN THE PRODUCT. EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY PHOENIX A.M.D. INTERNATIONAL INC. / SOS WARRANTY SERVICES INC. TO THE FULLEST EXTENT PERMITTED BY LAW. THE LIABILITY OF PHOENIX A.M.D. INTERNATIONAL INC. / SOS WARRANTY SERVICES INC. ARISING OUT OF THE SALE OR SUPPLY OF THE PRODUCT OR ITS INSTALLATION OR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT ARISING AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF PHOENIX A.M.D. INTERNATIONAL INC. / SOS WARRANTY SERVICES INC. SHALL NOT EXCEED \$1,000. IN NO EVENT SHALL PHOENIX A.M.D. INTERNATIONAL INC. / SOS WARRANTY SERVICES INC. SHALL NOT EXCEED \$1,000. IN NO EVENT SHALL PHOENIX A.M.D. INTERNATIONAL INC. / SOS WARRANTY SERVICES INC. BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE PURCHASER OR OWNER OR ANY OTHER PERSON IN CONNECTION WITH PURCHASE, INSTALLATION OR USE OF THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL: This warranty gives you specific legal rights and you may have other rights depending on your province or state of residence.

EXCLUSIONS:

The following are specifically excluded from coverage under the Excelsior® Stainless Steel Hoses:

- Excelsior® Stainless Steel Hoses that have not been purchased as part of the ALL in ONE Dishwasher Essentials Solution from an authorized Phoenix A.M.D. International Inc. Retail partner.
- Warranties that have not been registered by the owner within 90 days from the date of purchase of the ALL in ONE Dishwasher Essentials Solution bundle.
 Excelsior® Stainless Steel Hoses that have not been used at the time of an incident.
- Claims that are reported more than 14 days from the date of initially noticing the issue.
- Unauthorized modifications or repairs made to the product or to the installation of the dishwasher with the hoses.
- Loss or damage due to rusting of any surrounding surfaces or components.
- Work performed by a technician which has not been authorized by SOS Warranty Service Inc. Product use for other than typical residential use.
- Loss or damage resulting from the product being used for purposes other than those it was designed for or intended by Phoenix A.M.D. International Inc.
- Damages resulting from the hoses that have been subjected to alteration, misuse, abuse, negligence, or accident.
- Damage resulting from the hoses that have been improperly stored, installed, maintained, repaired or operated.
- Damage due to improper installation.
- Damage due to defective and inadequate wiring, fire, flood, insect infestations, lightning, or connection to other products not recommended for interconnection by S.O.S. Warranty Services Inc.

ENTIRE AGREEMENT

The terms and conditions set forth constitute the entire agreement between the parties and any representation, promise or condition, whether oral or written, not contained herein shall not be binding upon the parties.

This agreement will be construed and interpreted under the laws of the state or province where the products have been bought by the owner.

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