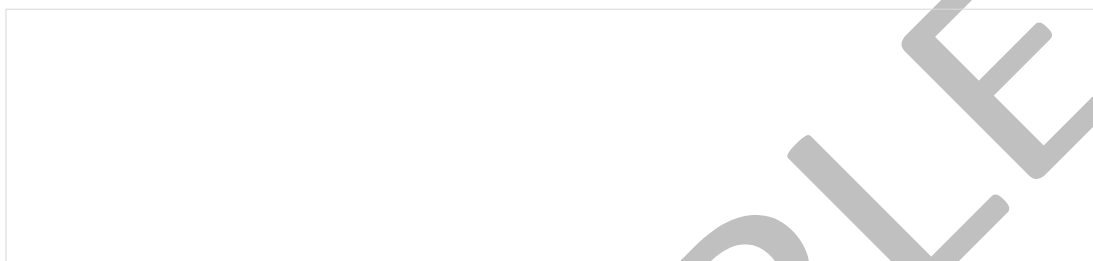




# SERVICE AGREEMENT TEMPLATE

## Elite Surface Protection Stone Countertop Service Plan

### WARRANTY INFORMATION:



Keep this Service Plan and Your sales receipt, which constitutes an integral part of and becomes an addendum to this Service Plan, for Your new interior Counter Tops, in a safe place as You will need these to file a claim under this Service Plan.

You must report stains or damage to Us within thirty (30) days after the date that the stain or damage occurred. Notify Us by initiating a claim at <https://GetEliteProtection.com> or call (602) 935-8940 or email [warranty@GetEliteProtection.com](mailto:warranty@GetEliteProtection.com). See section 2. for details.

### 1. Plan Introduction

**1.1.** Welcome to Your Elite Surface Protection Stone Countertop Service Plan, which helps You enjoy your Countertop without fear. This Plan covers certain accidental stains and damage from use of Your Countertop, as described below.

**1.2.** Please read all the terms and conditions below so You'll know exactly what this Plan covers and what it doesn't cover, as there are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us. This Plan does not replace Your manufacturer or installer maintenance plan, standard warranty, or any other insurance policy You may have for the Countertop covered by this Plan.

**1.3.** You may not transfer this Plan to any other individual or entity.

**1.4.** You will need to retain a copy of this Plan and Your original sales receipt to file a claim; so please keep them in a safe place for Your future use. Both the covered Countertop and this Plan must appear on a single sales receipt, or coverage may not apply. Your sales receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by the purchase price of this Plan, are incorporated into this Plan by reference and together with this Plan constitute a service contract between You and Elite Surface Protection.

## **2. How to File a Claim**

You must follow all the procedures stated below to be eligible for service under this Plan. Your failure to comply may disqualify Your claim.

**2.1.** Read this entire Plan carefully to see if a stain or damage to Your Countertop is covered under this Plan. We determine the coverage eligibility of a stain or damage to Your Countertop on the basis of this Plan document, the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the stain or damage is different from what You reported to Us, Your claim might not be covered under this Plan.

**2.2.** Within thirty (30) days of the date that a stain or damage to Your Countertop occurred, You must report that stain or damage to Us, or Your claim will be denied. To report the stain or damage to Us You may either: (a) go to <https://GetEliteProtection.com> and complete the form; (b) call (602) 935-8940 during normal business hours (Monday through Friday, 8:30 a.m. to 5:00 p.m. Arizona Time); or (c) email [claims@GetEliteProtection.com](mailto:claims@GetEliteProtection.com).

**2.3.** Within thirty (30) days of when you report the damage to Us, return any photos or other documentation that We may request to show the stain or damage for which You are making a claim. Otherwise, Your claim may be denied.

## **3. Definitions**

The following terms, as used in this Plan, have the special meanings as defined below:

**3.1. Countertop:** A level surface made of granite, limestone, marble, quartz, sintered stone, quartzite, porcelain, onyx or travertine and is installed on top of a kitchen or bath cabinet.

**3.2. Our, Us, or We:** Obligor or Seller obligated to perform under this Plan.

**3.3. Obligor or Seller:** The Obligor is Elite Surface Protection, LLC. The Obligor can be contacted at [info@GetEliteProtection.com](mailto:info@GetEliteProtection.com) or (602) 935-8940.

**3.4. Plan:** This Plan or service contract between You and Us.

**3.5. Refund:** A Refund pays You the amount of Your original purchase price for this Plan, under certain circumstances, as indicated in Section 5. Service Procedures of this Plan.

**3.6. Repair:** Fill and repair stone damage, seam, grout and joints using appropriate color matching techniques. We will attempt to match the color to the areas that We have not repaired. Please understand that You might find slight unavoidable differences in color, sheen or texture, these will be minimized as much as possible.

**3.7. Term:**

**For New Constructions Homes** – The period beginning on the date of an issuance of a certificate of occupancy by the governing body for your home or, if the governing body does not issue certificates of occupancy, the date that You take possession of the home Plan and ending on a date corresponding with the duration of your plan level, or when our obligations under this Plan terminate according to the terms in this Plan document.

**For Remodels within Existing Homes** – The period beginning on the installation date of Your Countertop covered under this Plan and ending on a date corresponding with the duration of your plan level, or when our obligations under this Plan terminate according to the terms in this Plan document.

In either event, You may not renew this Plan.

**3.8. You, Your, or the Purchaser:** The person who made the original purchase of this Plan and the Countertop covered by this Plan.

#### **4. Eligibility**

This Plan only covers new residential interior Countertops that You purchased and must be:

**4.1.** Free of stains, damage, and defects when installed in (for remodels) or the earlier of when a certificate of occupancy is issued or you begin occupancy (for new construction Homes) of Your U.S. residence.

**4.2.** For Your personal indoor use only in Your residence. This Plan does not cover Countertops in properties that You rent or lease to others, that are left in the care or custody of others, used commercially, or used for other non-residential purposes.

## **5. Service Procedures**

If Your Countertop is stained or damaged during the Term, and the type of stain or damage is covered under this Plan, We will provide service using one or more of the following procedures.

**5.1. Service Steps:** Our service begins with Step 1 below. If You decide that Step 1 below does not fully address the stain or damage, We will move to Step 2. below.

**5.1.1. Step 1. Cleaning Kit for Stains:** For stains, We may provide You with a cleaning and poultice kit and advice on how You may be able to remove the stain. If You decide that method does not fully address Your covered stain and You inform Us by returning the claim form to Us within thirty (30) days of Your reporting the stain to Us, We will move to one of the next steps below.

**5.1.2. Step 2. Technician Assessment and Service:** We may send an authorized technician to assess the stain or damage and perform repairs if the technician determines that the stain or damage can be repaired. All repairs will be performed in a professional and workmanlike manner. The technician will attempt to match the color, sheen and texture of the repair areas, however you may find a slight unavoidable difference in color, sheen and texture in some repaired areas. If the technician's service does not repair the covered stain or accidental damage to Your Countertop, You must notify Us within thirty (30) days of when the technician serviced Your claim. THIS PLAN DOES NOT PROVIDE FOR THE REPLACEMENT OF DAMAGED COUNTERTOPS.

**5.2. Refund:** If We are unsuccessful in repairing the stain or damage to Your Countertop, then we will refund to you the original purchase price of this Plan, which will complete Your coverage and all of our obligations under this Plan.

## **6. What is Covered**

This Plan provides coverage for the following accidental stains or damage to Your stone Countertop that arise from a specific occurrence during normal use, except for what is listed in the "What is Not Covered" section.

### **6.1 Household Stains such as:**

**6.1.1.** Food and beverage.

**6.1.2.** Cosmetics.

**6.1.3.** Oil.

**6.1.4.** Rust.

**6.1.5.** Human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils).

### **6.2 Accidental Damage such as:**

**6.2.1.** Chip, pitting, and scratch.

**6.2.2.** Etching (dulling of surface caused by chemicals such as but not limited to some household cleaners).

**6.2.3.** Caulking, grout, and joint expansions along back splashes, sinks, joined slabs, and walls.

**6.2.4.** Hard water marks and deposits.

## **7. What is Not Covered**

Some causes and some types of stains and damage are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage or service for any of the following.

**7.1.** Your failure to Perform Your Responsibilities. Any stain or damage, if You have not fulfilled Your responsibilities as described in this Plan.

**7.2.** When the actions listed in the "How to File a Claim" have not been followed.

**7.3.** Any stain or damage that is not specifically listed under Section 6, "What is Covered."

**7.4.** Burns or heat marks.

**7.5.** Ruptured, shattered, or broken Countertop.

**7.6.** Wear-and-tear. This Plan does not cover maintenance or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to:

**7.6.1.** Scuffing, scrapes, or other surface abrasions

**7.6.2.** The buildup of stains, soil, or damage that accumulates gradually over time from repeated use rather than from a specific occurrence. This includes, but is not limited to, stains from perspiration, hair oil, or body oil.

**7.6.3.** Stain or damage caused by normal soiling from everyday use or soil buildup over time including food grease or smoke. Unless your plan level covers it, this Plan does not provide for overall cleaning or general maintenance, including regular cleaning and sealing of the Countertop, which is your responsibility.

**7.7. Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to the following:

**7.7.1.** Fading, color loss, or color change, including epoxy discoloration used during manufacturing.

**7.7.2.** Damage resulting from defects in design, materials or workmanship, except for damage specifically listed in the "What is Covered" section.

**7.8. Ineligible Countertops and Components.** This Plan does not cover the following items:

**7.8.1.** All pre-existing stains or damage to Countertop occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Countertop sold "as-is" before delivery. This "pre-existing" exclusion does not include stains or damage that were known or should reasonably have been known by Elite Surface Protection, LLC or the retailer from whom you purchased the Plan.

**7.8.2.** Components and mechanisms integrated into Countertops, including but not limited to sinks, plumbing, installation adhesives, glues, plumber's sealants, caulking, electronics, USB ports, electrical outlets, electrical appliances, or others that are not included in Section 6, "What is Covered."

## **7.9. Other Items Not Covered.**

**7.9.1.** Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, or other protection plan.

**7.9.2.** Countertops made of laminate, porcelain, wood, stainless steel, concrete, recycled materials, glass or any material not specifically listed in Section 3.1.

**7.9.3.** Stains or damage caused during Countertops delivery, assembly, installation, or transportation.

**7.9.4.** Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes; appliance malfunctions, including but not limited to air conditioners and water heaters; fire, smoke, flood, other natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity; independent contractors not retained by Elite Surface Protection to repair Your Countertop, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.

**7.9.5.** Coverage under this Plan is not available while Your Countertop is located outside of the U.S. and Canada.

## **8. Non-Household Environments**

This Plan covers indoor Countertops while installed in Your residence. This Plan does not cover stains or damage that occur in non-household environments, including but not limited to:

**8.1.** Before the Countertops are delivered to Your residence; while the Countertops are located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage, or between residences.

**8.2.** Countertops that are or have been used for business, commercial, institutional, or rental purposes, including but not limited to Countertops used for a daycare center or Countertops used in premises rented to others, regardless of the length of the rental period, including short-term rentals or limited-time guest accommodations.

## **9. Improper Maintenance, Care, or Misuse**

It is Your responsibility to take proper care of the Countertops as recommended by the manufacturer of the covered Countertops. This Plan does not cover stains or damage caused by:

**9.1.** Your failure to care for and maintain the Countertops in accordance with the manufacturer's recommendations, instructions, or warranty, including the use of ordinary household cleaner instead of cleaners specifically designed for cleaning stone.

**9.2.** Use of Countertops for a purpose other than that for which they were designed.

**9.3.** Cleaning methods other than those recommended by the Countertops manufacturer.

**9.4.** Use of accelerants, cyanoacrylate (CA) glues, dyes/ doctored/resin infused stone and color fading.

**9.5.** Animal damage (such as damage from beaks, teeth, and claws).

**9.6.** Repeated incidents of human and Pet bodily fluid/waste stains (including, but not limited to, incontinence) are considered non-accidental occurrences and are not covered under this Plan.

**9.7.** Countertops that near an infestation of insects, bed bugs, termites, cockroaches, rodents, or other vermin.

**9.8.** Stains or damage caused by or resulting in mold, mildew, algae, or fungus.

**9.9.** Stains or damage caused by (a) intentional acts or (b) non-accidental acts or omissions which, in our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature.

ELITE SURFACE PROTECTION, LLC IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO SERVICES PROVIDED UNDER THIS PLAN OR ANY ITEM COVERED BY THE PLAN.

This Plan is governed exclusively by the laws of Arizona without application of its conflicts of laws rules, except to the extent otherwise stated in this Plan.

**ARBITRATION:** READ THE FOLLOWING ARBITRATION PROVISION (“ARBITRATION PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

You agree that all claims, disputes or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this Plan and Your purchase thereof and (2) the validity, scope, interpretation, or enforceability of the entire Plan, this Arbitration or any other part of the Plan (“Claim”), shall be resolved exclusively in small claims court or by binding arbitration in Maricopa County, Arizona in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a single arbitrator.

Rights under the Plan, including the right to return, cancel or void the Plan, apply only to the original purchaser and may not be sold or transferred.

**CANCELLATION:** We may not cancel this Plan. Provided no claims have been made and no Repair services have been requested by You under this Plan, You may cancel this Plan by providing written notice of cancellation to Elite Surface Protection, LLC, and Elite Surface Protection, LLC will refund You a pro rata portion of the Plan’s purchase price based on the time remaining under its term. Additionally, a cancellation fee equal to the lesser of 10% of the gross amount You paid for the Plan or \$25 will be charged for the cancellation.

**THIS IS NOT AN INSURANCE POLICY.** This Plan is secured by a bond pursuant to Ariz. Admin. Code § R20-6-407. Bond information is available from the Arizona Department of Insurance and Financial Institutions (DIFI) <https://difi.az.gov/> or by calling 602.364.2499. If, within sixty (60) days, we have not paid any claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim on the bond directly.

**SERVICE REQUESTS & EMERGENCY REPAIRS.** Service requests are fulfilled only when an Elite Surface Protection, LLC-approved service technician makes the Repair. This Plan does not provide for 24-hour emergency repairs.