

We do not sell, trade or rent your personal information to any third party. The information is collected primarily to ensure that we are able to fulfill your requirements.

Date of Enrollment: Default (Date enrollment is received by AIG or postmarked via US mail.)

Items in **bold** are required.

Dealer Information

Service Bench Account Number: _____ - _____ HVAC Partner ID: _____

Company Name: _____

Company Owner: _____
(Company Contact) (First) (Last)

Address: _____

City: _____ State: _____ Zip Code: _____ Country: ☒ USA

Phone: _____ Fax: _____ E-mail: _____

Distributor Information

Primary Wholesale Distributor Name: _____ Dealer ID: _____

Company Contacts

Accounts Payable Contact: _____ Phone Number: _____ Email: _____

Service Manager Contact: _____ Phone Number: _____ Email: _____

Coverage Area Zip Codes: _____

Service Department Information

Hours of Operation SUN: _____ MON: _____ TUES: _____ WED: _____ THUR: _____ FRI: _____ SAT: _____

Number of Sales Staff: _____ Number of Service Technicians: _____

Phone During Business Hours: _____ Phone After Business Hours: _____

Insurance Documents

Prior to becoming an authorized AIG servicer, servicer must provide AIG with a copy of its current Certificate of Insurance, which shows workers compensation and general liability insurance of no less than \$500,000.00 (USD). If you are a part of our dispatch service network, workers compensation and general liability insurance must be no less than \$1,500,000.00 (USD).

AIG's name and address must be shown as certificate holder. AIG, 650 Missouri Ave., Jeffersonville, IN 47130.

General Liability: ☐ I have included a copy of my general liability insurance of no less than \$500,000.00

Workman's Compensation (select one): ☐ I have included a copy of my workers' compensation insurance.

☐ My state does not require workers' compensation by law and I have _____ employees.

Federal & Licensing Documents

Please provide your Federal Tax Identification Number (FEIN). Due to potential privacy risks, compliance requirements, and security, we cannot accept social security numbers in lieu of an FEIN. If you need to obtain a free FEIN, please visit www.irs.gov, or follow this link [Apply for an Employer Identification Number \(EIN\) Online](#).

Federal Licensing: ☐ I have included a copy of my W-9 Form and my FEIN is _____

A service warranty license and agent appointment is required in the State of Florida in order to sell service warranties. This is required for all FL and any non-FL dealer/distributor selling to a FL customer. This number is subject to verification.

Florida 2-52 License (select one): ☐ I have included a copy of my Florida 2-52 license. My 2-52 License number is _____

☐ I do not sell to consumers in Florida and to the best of my knowledge this requirement does not apply to me.

Dealer Terms and Conditions

☐ I certify that the information contained in this section is true and complete to the best of my knowledge and that I have read the accompanying servicing installer terms and conditions that apply to this enrollment form.

Owner/Manager Signature: _____ Print Name: _____ Date: _____

Please fax this completed form and supporting documentation to AIG at 866-212-3750

Alternative Submission Options: Mail or email this completed form to AIG

Attention HVAC Enrollments • PO Box 928 • Jeffersonville, IN 47130 • (t) 866-538-8922 • (f) 866-212-3750 • HVACEnrollments@sndirect.com

DEALER ENROLLMENT TERMS AND CONDITIONS

AUTHORIZATION TO SELL SERVICE NET EXTENDED SERVICE AGREEMENTS

The parties agree that, upon the execution (which includes Dealer's electronic acceptance) of the Dealer Enrollment Form ("Enrollment Agreement") between Service Net Warranty, LLC ("Service Net") and the executing dealer ("Dealer"), Dealer shall be authorized to offer the Service Net Extended Service Agreement ("Service Agreement") for sale to its customers subject to the following terms and conditions:

LIMITED AUTHORITY

Service Net authorizes Dealer to sell to its customers applicable Service Agreements on heating, ventilation, air conditioning and refrigeration equipment pursuant to the express terms of this Enrollment Agreement and the applicable sales/service guidelines. Any act taken by the Dealer and/or its agents that is outside the scope of this Enrollment Agreement and the sales guidelines shall not be authorized, and shall be deemed a breach of this Enrollment Agreement. Dealer shall be liable to Service Net for all damages, costs and fees arising out of Dealer's acts outside the scope of its authority.

WARRANTIES AND REPRESENTATIONS

Dealer hereby represents and warrants to Service Net as follows:

- Dealer shall promptly, but in no event later than six (6) months from date of purchase of Service Agreement, notify Service Net of each sale of a Service Agreement by Dealer through entry of the sales order, and all information regarding such sale requested by Service Net, into the online point of sale entry portal at www.climateshieldcomplete.com. Dealer shall accurately identify the covered product and holder of such Service Agreement;
- Each sales order of a Service Agreement submitted by Dealer to Service Net shall be paid in full by Dealer through the point of sale entry portal. Dealer shall inform each holder of a Service Agreement that the Service Agreement shall not be valid unless and until Dealer submits such order and pays Service Net;
- Dealer acknowledges and agrees that the only valid submission method accepted by Service Net for the sale of Service Agreements is through Service Net's online point of sale entry portal. Service Net will not accept an attempted submission of a Service Agreement sale by any other method, and Dealer understands that it will be fully responsible for any claims incurred under Service Agreements which are not properly submitted and fully paid.
- Each and every claim submitted by Dealer to Service Net shall be true, genuine and authentic, shall represent services actually performed by Dealer on the equipment covered under the applicable Service Agreement and parts actually used for the benefit of the holder of the Service Agreement as set forth in the claim, and shall be covered under the Service Agreement. Claims made for parts and labor which were not a result of an equipment failure will not be reimbursed by Service Net;
- Any application for a Service Agreement submitted to Service Net after six (6) months from the date of purchase shall be void. Service Net shall have no obligation to the Dealer or applicant there under and Dealer shall be responsible for any and all claims related to such application and shall indemnify Service Net for any damages related to such claims.
- If Dealer did not submit the related Service Agreement to Service Net and/or remit the appropriate sum for such Service Agreement pursuant to the terms of this Enrollment Agreement, Service Net may, in its sole discretion, accept such Service Agreements; provided that Dealer shall not be reimbursed for any such claims reported prior to Dealer's submission of the sales order for such Service Agreement, including payment of the full amount due for such Service Agreement. After Dealer has

made payment for the full amount due and any such claims, Service Net may then accept responsibility to investigate, process, adjust and arrange for the payment of any further valid claims covered by the Service Agreement after ninety (90) days;

- Dealer shall collect any applicable sales tax incurred on the sale of Service Agreements and remit such taxes to the appropriate tax authority; and
- In those states considered "Dealer Obligor" (CA, CO, MA, ME, NC, NJ, OR, PA, TX and VA), the Dealer shall be considered the obligor under the Service Agreement, but shall be named as an additional insured under Service Net's applicable contractual liability insurance policy.

Dealer agrees that it shall not initiate any repair(s) for the Service Agreement holder without checking the date and terms of the respective Service Agreement. During the respective Service Agreement period, Dealer shall give Service Net any factory warranty or warranties on all new products and new parts. Service Net reserves the right to require Dealer to preauthorize all repairs.

CLAIMS

Dealer shall have the right to refuse any service work or service calls. Dealer shall be obligated to provide the service required with one (1) person per job hour at the rates permitted in the applicable Service Agreement, with no overtime, holiday pay, or other charges without the prior written consent of Service Net. Dealer shall warrant its service (labor and parts) for ninety (90) days on all repairs or replacements made within the term of the Service Agreement and shall remedy failures with ninety (90) days WITHOUT additional charge to Service Net. Service Net shall pay valid claims within thirty (30) days from receipt of all necessary claims documentation by its claims department.

All claim paperwork must be filed by Dealer with Service Net within sixty (60) days from date of repair. Paperwork includes claim form, signed and completed field service ticket, and cost back-up at minimum. Claims not submitted within sixty (60) days will become the responsibility of the Dealer.

OWNERSHIP OF INTELLECTUAL PROPERTY

Service Net is the sole owner or an authorized licensee of any and all copyrights, service marks, trademarks, trade names, trade dress, patents and all other intellectual property (collectively referred to as the "Intellectual Property") used by Service Net in its business, including, but not limited to, the "Service Net®" trademark and all associated trademarks and service marks. All Intellectual Property is, and shall remain, the sole and exclusive property of Service Net and its licensors, and nothing in this Enrollment Agreement shall grant or convey to Dealer any rights to, or licenses in, the Intellectual Property except as expressly provided for herein.

USE OF SERVICE NET NAME

Thirty (30) days prior to implementing any sales, marketing or customer solicitation program (e.g., direct mailing, brochure describing services or Service Agreement, advertisements, etc.) which, in any manner, uses or otherwise exploits the "Service Net" name or trademark, or any other Intellectual Property, Dealer must notify Service Net's marketing division at [866-538-8922] of said program, and must obtain Service Net's written approval of said program and use or other exploitation of the "Service Net" name, trademark or other Intellectual Property. Service Net shall have the sole and exclusive right to reject any such program or campaign for any reason whatsoever. In the event Dealer fails to notify Service Net as set forth above, or fails to obtain the required approval of the program, Dealer shall have no right to use or otherwise exploit the "Service Net" name or trademark, or any other Intellectual Property, in said program in any manner whatsoever.

TERMINATION

Subject to the terms of this paragraph, either party may terminate this Enrollment Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event Service Net discovers evidence of a Dealer's (or its agent's) material fraud, misrepresentation or breach of this Enrollment Agreement, Service Net shall promptly notify Dealer, in writing, of its evidence and findings. Upon such an event and prior written notice to Dealer, Service Net may take such action as it deems reasonable and necessary, including but not limited to (i) requiring the Dealer to immediately terminate any agent(s) or employee(s) found to have engaged in material fraud, misrepresentation or breach, (ii) conducting an accounting and review of Dealer's books and records, (iii) requiring Dealer to implement certain internal procedures to reduce the incidence of such fraud, misrepresentation or breach, or (iv) immediately terminating this Enrollment Agreement; provided, however, that immediate termination shall only be upon a good faith finding that Dealer is no longer selling and installing the brand of heating, ventilation, air conditioning, and refrigeration equipment covered by the service agreement, has engaged in a pattern and practice of fraud, misrepresentation and breach, or has failed to take reasonable and necessary measures to prevent such fraud, misrepresentation or breach by its agent(s) or employee(s) after being put on notice of the same. Upon such termination, Dealer shall have no further right to sell, market or deal in Service Agreements, or any Service Net product, in any manner or on behalf of any party, and Dealer shall have no further right to, directly or indirectly, submit any claim or claims, regardless of their nature and timing, under or pursuant to said Service Agreements.

CANCELLATION

In the event of a cancellation of a Service Agreement, Service Net shall promptly refund Service Net's pro-rata portion of the monies it received from the sale of the original Service Agreement. Dealer shall promptly return the pro-rata purchase price of the Service Agreement the respective holder of the Service Agreement in accordance with the Service Agreement. For details on cancellation of a Service Agreement, please refer to the Service Net Terms and Conditions.

ENFORCEMENT

Notwithstanding anything else contained herein, Service Net may seek a temporary restraining order, preliminary injunction and/or a permanent injunction in order to prevent the Dealer from continuing to sell, offering or marketing Service Agreements or from continuing to represent itself as an authorized dealer, agent or representative of Service Net.

ATTORNEYS FEES

In the event of litigation between the parties for any matter arising out of, related to or connected with this Enrollment Agreement or the Service Agreement(s), or the breach or non-performance hereof, if Service Net is the prevailing party in such litigation, Service Net shall be entitled to recover against Dealer reasonable attorneys' fees, expenses and court costs at all levels.

GOVERNING LAW

Indiana law, including its laws governing the conflicts of laws, shall govern this Enrollment Agreement and any and all disputes arising hereunder or related hereto. The expense of the disputes shall be borne by Dealer. All disputes shall take place in Chicago, Illinois USA.

EXCEPT FOR MODIFICATION TO THE SERVICE AGREEMENT AND THE SALES/SERVICE GUIDELINES, (WHICH SHALL BECOME EFFECTIVE FOR SUBSEQUENT SALES AND SUBSEQUENT SERVICE UPON POSTING BY SERVICE NET), ANY MODIFICATIONS IN THE ABOVE TERMS AND CONDITIONS SHALL NOT BE EFFECTIVE OR ACCEPTED WITHOUT A PRIOR WRITTEN CONSENT SIGNED BY AN OFFICER OF SERVICE NET.