

World Marketing of America, Inc.



"Serving You Since 1982"

Authorized Service Center Agreement

This agreement between World Marketing (WMAI) and the servicing dealer noted below is for authorization of such dealer to repair and service World Marketing **Forced Air Appliances** designed and manufactured by or for WMAI under various brand name(s).

Note: The term "product(s)" refers to products listed above. The term "company" refers to WMAI.

I. Rights and Responsibilities of the Service Center:

- A. To provide prompt, courteous and effective after sale service on company products regardless of the origin of the original appliance purchase.
- B. To submit warranty claims for reimbursement under the applicable company warranty within 30 days after making repairs or replacements for the customer. All such claims need to be made on properly completed WMAI warranty service claim forms.
- C. To make repairs of the highest quality in accordance with approved company procedures. With the exception of standard shelf parts such as fasteners and the like, the service center shall only use parts manufactured, sold or recommended by WMAI in order to service and repair company products under the applicable warranty, to thereby maintain the quality, safety and performance of company products and continue the validity of the warranty. In addition, unauthorized repairs, modifications or attachments may result in malfunctions whose correction is not covered by the applicable company warranty.
- D. To fully implement all WMAI programs related to a formal product recall and to cooperate with the company in the rework of any company products which may contain a product defect announced in such a recall.
- E. To immediately report to WMAI any condition regarding a company product which appears to present a safety hazard to the product's operator or bystanders.
- F. To allow the publication of the service centers name and address for the purpose of referring WMAI customers for repair and parts needs.
- G. Under no circumstance is the service center authorized to exchange a new appliance for one that is being returned to warranty center for service without the prior written consent of WMAI.

II. Rights and Responsibilities of WMAI

- A. To supply product parts on a convenient and readily available basis, to upgrade company parts occasionally as deemed necessary and appropriate and to formulate effective plans and programs to assist service centers in the fulfillment of their responsibilities under this agreement.
- B. To establish a standard warranty program with the service center and administer such program as to assure prompt and fair reimbursement to the service center for warranty service performed. WMAI has established a \$40.00 flat fee labor reimbursement for individual warranty repairs performed on their behalf. (This is a flat fee paid after service work has been concluded, NOT an hourly rate.)
- C. To furnish the service center with a list of current accessories or components used in connection with company products.
- D. To provide its service center list to the equipment purchaser.
- E. Will provide reference to the nearest service center in good credit standing with WMAI to consumers seeking warranty and out-of-warranty service work on the applicable appliances. SERVICE CENTERS WILL ALSO RECEIVE PRIORITY REFERRAL.

III. Other General Provisions

- A. No WMAI trademark, patent number, name plate or other markings thereon shall be removed or obliterated, nor shall anything be done which would in any way impede or lessen the validity of such patents and trademarks. No trademark or trade name owned by WMAI shall be used, either alone or with any other word or words, as part of the service centers trade or business name, without the advance written approval of WMAI. Upon written request by the company and upon termination of this agreement, the service center shall discontinue completely any use of the company's trademarks or trade names for any purpose whatsoever absent a specific written agreement to the contrary.
- B. The service center is not authorized to act as an agent for WMAI, nor accept service of legal process for the company, nor to bind the company in any aspect whatsoever.
- C. This agreement covers a one year period commencing upon the date of WMAI's signature, subject however to subsequent automatic renewal for similar annual increments. This agreement may be terminated with or without cause by either party upon 30-days written notice given to the other party.
- D. By signing this agreement the service center has certified that they have read and understand the conditions of this agreement and accept the responsibilities and obligations obtained in this agreement.

Service Center Name

Authorized WMAI Signature

Contact for Service Work

Title

Principal Signature, Date

Authorized Service Center Number

Address

PLEASE RETURN PROMPTLY TO:

City, State, Zip Code

Phone, Fax, Email

World Marketing of America, Inc.
12256 William Penn Hwy; PO Box 192
Mill Creek, PA 17060
Phone: 800-233-3202 • Fax: 800-421-1357