



800-824-5090 • 1020 Main Ave. NW • Hickory, North Carolina 28601 • FAX 828-345-1918

## CONTRACTOR AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (Contractor),  
located at (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_ (Zip) \_\_\_\_\_,

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_, FAX ( \_\_\_\_\_ ) \_\_\_\_\_, Email \_\_\_\_\_,  
and CornerStone United, Inc, (CORNERSTONE), with its principal place of business at 1020 Main Ave NW, Hickory, North Carolina, 28601, on behalf of Triangle Tube with whom CORNERSTONE has entered into an Agreement.

WHEREAS, CORNERSTONE is engaged in the business of administering extended service contract programs (Plan) on behalf of Triangle Tube, the Contractor and the customers of the Contractor, and;

WHEREAS the Contractor desires to offer the Plans on Triangle Tube products sold to customers of the Contractor and/or the Contractor desires to provide actual repairs required to be provided pursuant to the terms of the Triangle Tube Product Protection Plans, and;

NOW, THEREFORE, in consideration of the premises, mutual covenants, terms and conditions set forth herein, Contractor and CORNERSTONE agree as follows:

### I. ACKNOWLEDGEMENT OF ADMINISTRATOR

- A. Contractor hereby acknowledges CORNERSTONE as the exclusive administrator of Triangle Tube Product Protection Plans sold by Contractor to its customers commencing upon the date of the Agreement.

### II. APPOINTMENT OF THE SERVICE CONTRACTOR

- A. CORNERSTONE, acting on behalf of Triangle Tube, appoints this Contractor as a Triangle Tube service contractor to provide repairs required under the Triangle Tube Product Protection Plans sold by the Contractor.

### III. ADMINISTRATOR OBLIGATIONS

- A. CORNERSTONE shall provide a national toll free telephone number for the Contractor and customers of the Contractor for confirmation of authorized service, service procedures, customer inquiries concerning their Plans and general communications with CORNERSTONE concerning the Triangle Tube Product Protection Plan Program.
- B. Direct and administer the servicing by Service Contractors of products sold by the Contractor in accordance with the terms and conditions of the Plans.
- C. Collect from the Contractor the proper purchase price of Plans sold by Contractor per the current Triangle Tube Contractor Wholesale Price Schedule.
- D. Upon completion of satisfactory repairs and submission of a repair invoice in such form as required by CORNERSTONE, CORNERSTONE will pay such invoice, less any deductible charge paid by the customer, according to the terms of this Agreement, including attachments. The Plan purchaser is responsible for any service call determined to be a nuisance call.
- E. In order to maintain the quality control standards of Triangle Tube and CORNERSTONE for repairs under the program, CORNERSTONE will have the right to verify and audit service and repairs performed by the Contractor's personnel by means of mail and/or telephone contact with customers.
- F. CORNERSTONE shall have the right to off set any amount CORNERSTONE may owe the Contractor against any sums the Contractor may owe for any obligations of the Contractor to CORNERSTONE.
- G. CORNERSTONE agrees to reimburse the Contractor for performance of legitimate repairs and service to properly registered products under the Plan on the following schedules. Your service call charge is \$\_\_\_\_\_ which includes the trip to the customer's home and the first sixty (60) minutes of on-site labor. Additional labor, if required, is \$\_\_\_\_\_ per hour to be billed in 1/4-hour increments. Service call and hourly rates must not exceed the normal rate for the Contractor's geographic area, as determined by CORNERSTONE. Please note that all labor is reimbursed at the approved rate regardless of when the service is performed. Labor to replace the stainless steel heat exchanger or the entire heater is limited to a maximum of six (6) hours at the approved rate, provided the repair is authorized by Triangle Tube and CORNERSTONE.
- H. CORNERSTONE will reimburse the Contractor for the wholesale cost of the covered part plus a forty percent (40.0%) markup (wholesale part cost X 1.4).

**IV. SELLING CONTRACTOR OBLIGATIONS**

- A. Contractor will purchase Product Protection Plans from Triangle Tube at a price determined by Triangle Tube.
- B. When a Contractor sells a Plan at the same time as the sale of new equipment to be covered by the Plan, the Contractor shall, within ten (10) days from the date of Plan purchase by the consumer, complete the Plan Application and send it CORNERSTONE. Failure to do so will prevent the Plan from being properly registered by the CORNERSTONE.
- C. Contractor may sell Plans on new equipment to the retail customer within nine (9) months after installation of an eligible product under the following conditions:
  - 1. Proof of purchase is required if the Plan is not sold at the same time as the product.
  - 2. The contractor, by purchasing the Plan on behalf of the homeowner, is certifying that the equipment is in good working condition and that no repairs are pending.
  - 3. The Plan Application and proper remittance must be sent to CORNERSTONE within ten (10) days following the Plan purchase date by the consumer. Failure to do so will prevent the Plan from being properly registered by the CORNERSTONE.
  - 4. The Plan Application is received by CORNERSTONE within ten (10) months after the date of product installation.
- C. In no case may a Plan be sold on a product more than eighteen (18) months after its original date of manufacture.
- D. Contractor shall be bound by the terms, instructions and procedures as set forth in the Contractor Guidelines of CORNERSTONE and Triangle Tube.
- E. Contractor shall be responsible for making full and partial refunds of the Plan retail sale price to a Plan purchaser as required by law and/or by the terms of the Plan. CORNERSTONE shall pay to the Contractor its appropriate portion of the refund based on the wholesale price received by CORNERSTONE from the Contractor.

**V. SERVICE CONTRACTOR OBLIGATIONS**

- A. Contractor accepts the appointment as a CORNERSTONE authorized Service Contractor for the Triangle Tube Product Protection Plans and for the specific products designated.
- B. Contractor warrants that it possesses the experience and expertise to service and repair the types of products designated and will only undertake repairs on products for which it is factory authorized unless otherwise agreed to by CORNERSTONE.
- C. If CORNERSTONE should direct a customer to the Contractor for service on a product, before beginning service, the Contractor must (1) verify coverage from the Plan, (2) verify information as set forth in the CORNERSTONE service procedures, (3) advise CORNERSTONE, in advance of the repair, of its estimate of the cost to repair the product if the estimate approaches and/or exceeds the salvage value of the product as determined by CORNERSTONE.
- D. If a customer should initially contact the Contractor for service, the Contractor shall refer the customer directly to CORNERSTONE before beginning service on the product unless the Contractor actually sold the Plan to the customer, in which case the Contractor may proceed with the repair.
- E. Upon completion of satisfactory service, the Contractor shall then invoice CORNERSTONE for the covered repair on such invoice form that CORNERSTONE may require for the service rendered. The invoice form must include the repair order number, the verification number, when necessary, and such other relevant information as required by CORNERSTONE and outlined in the Contractor Guidelines. All invoices must be submitted within forty-five (45) days of completion of the service or they will not be processed for payment.
- F. The Contractor agrees to seek reimbursement from the manufacturer, after the manufacturer's warranty expires, for any chronic problems or "duds allowances" and to reduce the Contractor's invoice to CORNERSTONE by the amount of the reimbursement.
- G. Contractor agrees to send defective parts replaced and claimed under the Plan to CORNERSTONE, if requested, within ninety (90) days of receipt of the claim.
- H. No charge for dismantling the product to determine the malfunction (breakdown or access charge) or diagnostic charges shall be made by the Contractor. The customer is solely responsible for any diagnostic, breakdown or access charges.
- I. With respect to any additional service not provided for under the Plan, which the customer requests and the Contractor may wish to provide, the Contractor must advise the customer that the additional service is not covered under the terms of the Plan and that the customer is solely responsible for the cost of such additional service. The Contractor shall not assess the customer any fees or charges for service and repairs covered by the Plan.
- J. Contractor agrees not to subcontract any service to be provided hereunder for the account of Triangle Tube without prior written consent of CORNERSTONE.
- K. The parties hereto are independent contractors and nothing in this Agreement will be construed as an employer-employee relationship.
- L. Contractor indemnifies, defends and holds Triangle Tube, CORNERSTONE and their directors, officers, employees, successors and assigns, harmless from and against all liabilities, claims, injury expenses (including reasonable attorney's fees) or loss resulting from or arising out of acts or omissions of the Contractor, its agents, directors, officers, employees and contractors in providing service to a customer, and the Contractor shall reimburse Triangle Tube and/or CORNERSTONE in defending any such actions brought against the same.

- M. Contractor warrants all labor performed for a minimum of ninety (90) days from completion date.
- N. Manufacturer and/or Contractor warrant all replacement parts used for a minimum of one (1) year from service completion date.
- O. Contractor agrees to provide labor and parts as set forth above.
- P. This Agreement and any rights or obligations hereunder are personal to the Contractor and shall not be assignable, subcontracted or transferable in whole or in part without prior written consent of CORNERSTONE.

#### **VI. GENERAL AGREEMENT GUIDELINES**

- A. CORNERSTONE shall be under no obligation to administer any Plan if the Service Contractor covers a product not listed in the current Triangle Tube Product Protection Plan Wholesale Price Schedule.
- B. CORNERSTONE shall be under no obligation to administer any Plan if the Contractor fails to remit the wholesale purchase price relating to the liability under that Plan to CORNERSTONE or remits such wholesale purchase price more than ten (10) days after the date the Plan was sold to the purchaser.
- C. CORNERSTONE assumes no responsibility for any expenses incurred under the Program for workmanship, quality of repairs or replacement parts, nor for any bodily injury, property damage, incidental damages or consequential damages whatsoever caused directly or indirectly by a product failure or malfunction, of Service Contractor's services or repairs or any other obligation not specifically set forth herein.
- D. The Agreement may be terminated immediately by either party upon giving written notice to the other party.
- E. Upon termination by either party, all obligations hereunder shall cease provided, however, that CORNERSTONE shall continue its administration and liability for all Plans sold and properly registered by the Contractor and administrated by CORNERSTONE prior to the termination date and for which the Contractor has paid the appropriate wholesale purchase price to CORNERSTONE.
- F. This Agreement may not be assigned in whole or in part by the Contractor or CORNERSTONE without the prior written consent of the other party. CORNERSTONE may enter into agreements with affiliates or independent third parties to perform duties under this Agreement.
- G. CORNERSTONE offers Plans on various products. The conditions, coverage, exclusions, etc., described in this Agreement may be superseded by the terms and conditions contained in the various product Service Contract certificates. Any representation of the Plan other than the terms therein are not binding on Triangle Tube, CORNERSTONE, their agents or members, nor shall they be liable for any incidental or consequential damages.
- H. This document, together with any addenda, constitutes the full and entire Agreement between CORNERSTONE and the Contractor, superseding any prior oral or written representations, agreements, or understandings between the parties relating to this subject matter. Future modifications or agreements must be made in writing and signed by both parties.

#### **VII. GENERAL TERMS AND CONDITIONS OF THE PLAN**

In addition to the terms and conditions of the original Triangle Tube manufacturer's warranty of one (1) year on parts, a ten (10) year part warranty on the stainless steel heat exchanger and a contractor's warranty of sixty (60) days on labor, the following terms and conditions will apply:

The period of this Plan begins on the product installation date or eighteen (18) months from the date of manufacture, whichever comes first and will continue for a total of five (5) or ten (10) years, depending upon the coverage purchased. Plan coverage will begin sixty (60) days after product installation for all properly registered equipment, or upon expiration of the manufacturer's warranty, whichever is longer. This Plan includes the Triangle Tube regular manufacturer's warranty. Work on this product must be by an authorized CORNERSTONE service contractor. No single claim may exceed the cash value of the product, as determined by CORNERSTONE, at the time of service occurrence.

The Plan will pay to repair and/or replace parts that fail under normal use at rates established by a separate Agreement. Extra charges such as mileage, overtime, diagnostics or shipping are not covered. Nuisance calls are not covered by this Plan. All labor is reimbursed at the approved rate, regardless of when the service is performed. This Plan is for residential products. The Plan owner is required to maintain the covered equipment in accordance with the owner's manual and the manufacturer's specifications.

Only repairs that are attributed to normal failure of the electronic and mechanical functions of the unit are covered. Failure due, but not limited to, faulty installation, unauthorized alteration or improper operation, abuse, negligence, impact, fire, lightning, power failures and/or surges, open circuit breakers, electrical circuit overloads, rust, corrosion and water supply failures are not covered. Damage and/or repairs to cabinets and all exterior components, including, but not limited to, handles, knobs, exterior wiring, hinges, power cords, cables and related ductwork are not covered. Consumables including, but not limited to, bulbs, fuses, glass, filters and batteries are not covered. Additional or unusual utility bills incurred due to any malfunction or defect in equipment and labor cost of gaining access to or removal of a unit that requires special equipment or tools such as cranes, ladder trucks, etc. are not covered. Maintenance needed to keep the product in "good operating condition" is not covered. This includes, but is not limited to, cleaning, tune-ups, cleaning of drains, nozzles, pilot orifices, adjustment of customer controls and customer product education. Services made mandatory by changes in federal, state or local regulations are not covered. Labor, material, expenses or equipment required to comply with laws and/or regulations imposed or set forth by any governmental agencies are not covered by this Plan.

To transfer ownership of this Plan, or in the event of product exchange, the customer must send written notification to CORNERSTONE with a \$10.00 transfer fee. The original Plan period remains.

To cancel this Plan, the customer should notify the contractor from whom they purchased the equipment covered by the Plan. The contractor will refund a prorated refund from the purchase price based on elapsed months of coverage, less a \$10.00 cancellation fee to customer. CORNERSTONE will then refund a prorated refund from the contractor's purchase price based on elapsed months of coverage, less a \$10.00 cancellation fee and less any claims paid under the Plan, if applicable in the state where the customer resides.

Any representation of this Plan other than the terms herein are not binding on Triangle Tube or CORNERSTONE or their agents nor shall they be liable for any incidental or consequential damages.

This Plan gives the consumer specific legal rights and the consumer may have other rights that vary from state to state. Obligations of the provider under this Plan are insured under a service contract reimbursement policy.

In witness of the above, this Agreement is executed on the dates indicated below.

_____	_____
CONTRACTOR NAME	CornerStone United Inc.
_____	_____
SIGNATURE	ADMINISTRATOR
By: _____	By: _____
PRINTED NAME	PRINTED NAME
_____	_____
TITLE	TITLE
_____	_____
DATE	DATE

YOUR CONTRACTOR PROGRAM ID NUMBER # \_\_\_\_\_ (To be assigned by the CORNERSTONE)

**PLEASE MAIL OR FAX YOUR COMPLETED CONTRACTOR AGREEMENT DIRECTLY TO**

**ADDITIONAL CONTRACTOR INFORMATION** *(Please Type or Print -Thank You)*

Check One That Applies: ( ) Sales & Service ( ) Sales Only ( ) Service Only

Main Contact Person: \_\_\_\_\_

List The Product Types & Brands You Sell: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List Product Types & Brands You Service (If Different from Above): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_