

Terms and Conditions

The GoodCare Extended Service Agreement (the "Agreement") between Obligor and the owner listed on the front of this document (the "Owner") is backed by the full faith and credit of Obligor, who is financially and legally obligated to compensate Owner under the terms and conditions of the Agreement, and provides optional supplemental coverage to Owner for the Term specified and for the particular Goodman HVAC equipment specified, subject to the terms and conditions of the Agreement.

OBLIGOR – As used in the Agreement and the application, for equipment located in Florida, Washington, Wyoming, Oklahoma and South Carolina, the terms "we", "us", "our" or Obligor mean AsureCare Corp., a Florida corporation, and for equipment located in all other states in which the Agreement may be sold, the terms "we", "us", "our" or Obligor mean Goodman Manufacturing Company, L.P., a Texas limited partnership.

PARTS – Goodman parts must be used for all part replacements. Obligor will endeavor to provide parts, as applicable to the coverage descriptions, and render prompt service at all times, but will not be responsible for delays due to strikes, non-availability of replacement parts, or any other causes beyond Obligor's reasonable control. Such delays shall not result in extensions to the coverage term of the Agreement, but the repair will be completed under the terms of the Agreement.

CLAIM SERVICE – Prior approval is not required for repair service. The Authorized Dealer listed on the face of the Agreement or any dealer authorized by the GoodCare Extended Service Department (an "Authorized Dealer") may perform repair service. It is Owner's responsibility to verify that the servicer is an Authorized Dealer prior to any service being performed. For assistance in locating an Authorized Dealer in your area call (877) 254-4729. Any service performed by a servicer who is not an Authorized Dealer will not be reimbursed, and the Agreement will not cover such service. **OVERTIME CHARGES FOR REPAIRS PERFORMED OUTSIDE OF AN AUTHORIZED DEALER'S NORMAL BUSINESS HOURS ARE NOT COVERED UNDER THE AGREEMENT.** Authorized Dealer guarantees his service repair for a period of 30 days from the date of service.

MODEL AND SERIAL NUMBER – Product coverage is exclusively limited to the model and serial number shown on the face of the Agreement. Owner is responsible for confirmation of the accuracy of this information by comparing it to the nameplate attached to the product(s). Owner must notify Obligor in writing immediately if any errors, omissions or discrepancies exist between the nameplate and the model and serial number shown on the face of the Agreement.

OWNERSHIP – The Agreement remains in full force from the 31st day after the date of installation, or 31 days after the contract date if submitted more than 60 days after the date of installation, until the expiration date, as specified under the Coverage Term on the face of the Agreement, so long as the covered product(s) remains at the original address of installation. Ownership, with the exception of coverage descriptions ending in "-99", is transferable to subsequent property owners by sending a copy of the Agreement and a letter of instruction to the GoodCare Extended Service Department at 5151 San Felipe, Suite 500, Houston, TX 77056. For any Coverage Description ending in "-99", the coverage term to subsequent property owner(s), for transferred contracts, will revert from 99-year coverage to 10-year coverage from the original effective date of the contract. This Agreement is not renewable.

CANCELLATION – If no claims have been paid under the Agreement, Owner may cancel the Agreement for any reason during the first 30 days after Owner's receipt of the Agreement and obtain a full refund of the purchase price, except in Nevada where the Owner has 70 days to obtain the full refund. If a claim has been paid under the Agreement, or if 30 days has elapsed from Owner's receipt of the Agreement (70 days in Nevada), Owner may cancel this Agreement and receive a refund equal to 100% of the unearned premium calculated on a pro rata basis (90% in Florida and Oklahoma), less an administrative fee of 10% of the purchase price or \$25 (whichever is less), and less a deduction equal to the amount of the cost of claims incurred or paid under the Agreement, except (1) in Nevada and Oklahoma where the deduction for claims paid does not apply to refunds, and (2) in Florida and Oklahoma where the cancellation fee does not apply to refunds. For service contracts issued in Alabama, Hawaii, Maryland, Nevada, New Mexico, Texas, Washington and Wyoming, a 10% penalty per month shall be applied to refunds not paid within 45 days of Obligor's receipt of Owner's written notice of cancellation, except in Washington where the penalty applies to refunds not paid within 30 days. If Obligor cancels the Agreement at any time, the Owner will receive a refund equal to 100% of the unearned premium calculated on a pro rata basis, less a deduction for any claims paid, except in Florida, Nevada and Oklahoma where no deductions apply to the pro rata refund. Obligor will only cancel the Agreement due to fraud, material misrepresentation or non-payment of service contract fees by Owner. All cancellations by the Owner must be in writing addressed to the Obligor at GoodCare Claims, 7401 Security Way, Houston, Texas 77040.

EXCLUSIONS – The Agreement does not apply to product(s) or parts thereof that have been subject to alteration, misuse, abuse, accident, improper installation, damage, excessive voltage, acts of nature, corrosion, commercial use, or service other than approved in the product Operating and Installation Instructions and in the Ownership Manual. The Agreement does not cover the following: Non-Goodman equipment, normal maintenance, changes in the appearance of a product that do not affect its performance, products ordered over the internet, products removed from the location where they were originally installed, decorations and trim, Non-Goodman wall thermostats, fuses, circuit breakers outside of the product, air filters and Non-Goodman electronic cleaners, condensate pumps and drains not provided by Goodman Manufacturing Company, L.P., humidifiers, electrical service beyond the covered product(s), cabinets and housing, ducts and vents, bases and mounting, the cost of equipment used to perform service repairs, paint, finish or rust, freight on parts, and state/local tax on service parts and/or labor.

OWNER'S RESPONSIBILITIES – Owner is responsible for the cost of any service call requested to demonstrate or confirm the proper operation of the product(s), to correct an improper installation, or to correct malfunctions in the product(s) in a manner not prescribed by, or cautioned against, in the product Operating and Installation Instructions. **THIS IS NOT A MAINTENANCE CONTRACT AND DOES NOT COVER THE COST OF ROUTINE/SEASONAL MAINTENANCE.** Owner's responsibilities include providing normal care and maintenance including, but not limited to, cleaning evaporator or condenser coils, drain, burners or heat exchangers; lubrication; adjustments; normal filter maintenance; and having the product(s) reasonably accessible for service. Owner is responsible for any structural alterations of the premises necessary to service, replace or repair parts otherwise covered by the Agreement. If emergency occurs outside of normal business hours and no Authorized Dealer is found to be available, Owner should vacate property to protect his/her own health, safety and welfare. Obligor's responsibility is limited under the terms and conditions of the Agreement.

LIMITATIONS – Obligor's obligations under the Agreement are limited strictly to its terms. Service must be performed by an Authorized Dealer in a manner approved by Obligor. **OBLIGOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, including, but not limited to damage to property (including damage caused by frozen or broken water pipes in the event of an equipment failure) or extra utility expenses.** Pre-existing conditions are covered under the Agreement only to the extent that such conditions constitute a manufacturer's defect in material or workmanship of the covered product(s).

APPLICABLE LAW – The sale of the Agreement is complete and its terms and conditions are in effect only upon receipt and acceptance of the Homeowner Application and the issuance of the Agreement by Obligor in Houston, Texas. For service contracts issued in Florida, Hawaii, Nevada, Oklahoma, South Carolina, Texas, Virginia, Washington and Wyoming, the Agreement and its terms and conditions are subject to and shall be construed in accordance with the laws of the state in which such contracts are issued; for all other states, the Agreement and its terms and conditions are subject to and shall be construed in accordance with the laws of the state of Texas, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

AGREEMENT NUMBER – Owner should always use the Agreement number shown on the face of the Agreement, plus the model and serial number(s), when talking or writing to Obligor or an Authorized Dealer regarding the Agreement or servicing performed under the Agreement. If Owner does not inform the Authorized Dealer of the existence of the Agreement, Owner will be responsible for obtaining reimbursement for any parts and/or service labor paid by Owner to the Authorized Dealer. **IF OWNER DOES NOT USE AN AUTHORIZED DEALER, OWNER WILL BE RESPONSIBLE FOR THE COST OF THE REPAIR AND WILL NOT BE ENTITLED TO REIMBURSEMENT.**

CONSUMER ASSISTANCE – All inquiries regarding the Agreement should be addressed to Obligor at the GoodCare Extended Service Consumer Affairs Department at (877) 254-4729 or customerservice@goodmannfg.com.

ALABAMA & WASHINGTON ONLY – In the event that emergency service is required due to the loss of heating or cooling which jeopardizes the health or safety of property dweller, contact any servicer licensed under the provisions in Owner's state to arrange for repairs. **NEVADA ONLY** – Service calls should be directed to your Authorized Dealer at the number listed on the face of this Agreement or to GoodCare Consumer Services at (877) 254-4729 for assistance in locating an Authorized Dealer. If your Authorized Dealer is unavailable and emergency service is required due to the loss of heating or cooling which renders the dwelling uninhabitable, call (888) 471-1717 to report a claim. In the event of emergency service, claim repairs will commence within 24 hours after the report of the claim. **OKLAHOMA ONLY** – This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. **SOUTH CAROLINA ONLY** – Unresolved complaints or questions concerning the regulation of service contracts or providers should be directed to the South Carolina Department of Insurance at (800) 768-3467. **TEXAS ONLY** – Unresolved complaints or questions concerning the regulation of service contracts or providers should be directed to the Texas Department of Licensing & Regulation at (800) 803-9202. **WASHINGTON ONLY** – Any civil actions and/or arbitration proceedings arising from disputes under the terms and conditions of the Agreement are subject to the general jurisdiction of the courts in the State of Washington.