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**PHONE:** 574•264•2131 **FAX:** 574•206•9713  
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## **AUTHORIZED SERVICE CENTER AGREEMENT**

Effective 11/16/07

Atwood Mobile Products (hereinafter called Atwood) designates:

**Account #** \_\_\_\_\_

**Service Center Name:** \_\_\_\_\_

**Service Center Address:** \_\_\_\_\_

(hereinafter called the Service Center) as an Authorized Service Center, for the product or products designated for Atwood.

### **I - The terms of the Agreement:**

- A. Shall be in effect until cancelled by either party by means of a written notice given at least thirty (30) days prior to termination.
- B. Shall govern any and all transactions between Atwood and the Service Center.
- C. The Service Center, its agents or employees shall not be considered as agents, representatives or employees of Atwood and shall not make any statements or representations or enter into any commitment on Atwood's behalf.
- D. The Service Center will notify Atwood of any change in name, address, or phone number or any other changes regarding its function under this agreement.
- E. Upon termination of this Agreement the Service Center will remove all Atwood Service Center decals or signs and shall cease claiming association as an Atwood Service Center.
- F. This Agreement will be, in all respects, governed by the State of Indiana for all Atwood® products.
- G. Should the performance of either party, under the terms of this Agreement, be unsatisfactory to the other party, notification should be made in writing so that corrective action may be taken.
- H. Service Center owner or authorized representative will review the Service Center's facility, parts and equipment inventory, and proper requirements established under this agreement on his own or with an Atwood representative present.

### **II - Atwood Assistance:**

- A. Atwood will furnish technical assistance, data and service information to enable the Service Center to properly service the product.
- B. Sell to the Service Center replacement parts, products and special tools at the regularly published price.
- C. Accept for credit at net purchase price less 15% for handling all overstocked new and unused parts on which the transportation has been prepaid, providing Atwood's written consent is obtained prior to return.
- D. Forward inquires received regarding service, parts or product to the nearest Authorized Service Center as long as the Service Center complies with its obligations under this Agreement.
- E. A direct telephone line to Atwood's Service Department for Service Centers and dealers is available for fast efficient service. To reach Atwood's Service Department dial 866-869-3118.

### **III - The Service Center Agrees**

- A. To maintain an adequate service organization qualified to service Atwood product covered by this Agreement.
- B. To maintain at all times no less than the minimum inventory of parts in accordance with the recommended Service Center parts list.
- C. To maintain an adequate tool and equipment supply to provide service on Atwood products listed.
- D. To provide repair service and replacement parts for products as specified in the Atwood warranty to OEM's, distributors, dealers and customers.
- E. To warrant that workmanship shall be free of defects for a period of 90 days from completion of service and correct any such defect without charge to Atwood or the customer.
- F. To bill Atwood for warranty work performed on warranty service reports provided by Atwood in accordance with the designated warranty.

- G. To be responsible for the collection of charges for labor and parts for all out-of-warranty service and/or improper installation services.
- H. Products or parts replaced out-of-warranty should not be returned to Atwood®, Wedgewood® and/or *hydro flame*®.

**IV - Warranty Service and Reimbursement**

- A. The Service Center agrees to and will enforce the Atwood applicable printed warranty.
- B. The Service Center will provide the owners of the products the warranty service to which they are entitled under Atwood's applicable printed warranty.
- C. The Service Center will submit a Warranty Service Report showing the customer's full name and address, the year, brand and date of purchase of the recreational vehicle in which the product is installed; the model spec and serial number of the product services and a description and date of the service rendered on each occasion when it performs warranty service with respect to the Atwood product.
- D. Atwood will not be responsible for reimbursement to the Service Center for service to customers beyond the requirements of Atwood's written warranty, including travel time or mileage expended in rendering service away from the Service Center's place of business.
- E. Atwood will not be responsible for reimbursement to the Service Center for parts returned without a Return Goods Number.
- F. Diagnostic work should not exceed the flat rate schedule before calling the Atwood Service Department for assistance.
- G. A twenty percent (20%) profit figured from our current parts price list will be allowed on all Atwood parts replaced under warranty.
- H. The following will not be considered a defect in material or workmanship and under no circumstances will there be reimbursement or warranty replacement.
  - 1. Cleaning or adjustment, this is to be considered a responsibility of the installer.
  - 2. Leakage of plumbing or gas supply hook-ups to the unit.
  - 3. Leakage due to abuse or freezing of the inner tank of water heaters.
  - 4. Printed circuit boards, that are found to be defective, that indicate blown out circuits due to excessive voltage, improperly installed or that have been repaired.
  - 5. Relief valves that weep or drip while the water heater is heating are not considered defective.
  - 6. Replacement of water valves and/or heater hoses due to improper installation.
  - 7. Replacement of thermal cut-off.

**V - Under the terms of the warranty the Service Center in behalf of Atwood agrees to:**

- A. Use his purchased stock to replace in warranty parts or product on a no charge basis to the customer when so designated by the applicable warranty.
- B. To perform labor on a no charge basis to the customer when so designated by the applicable warranty.

**VI - Under the terms of the warranty Atwood agrees to:**

- A. Credit or replace, at the discretion of Atwood, parts or product used in fulfilling the applicable warranty. Credit will be based on the current prices.
- B. Credit the account of the Service Center for authorized labor under the terms of the applicable warranty in accordance with Atwood's current flat rate schedule. The labor rate will be transmitted at the time of signing this Agreement. A change in rate must be forwarded 30 days prior to the change and not less than one year prior to the last labor rate adjustment.
- C. Establish procedure for proper handling of warranty claims. This will be in the form of a Service Bulletin, and may be revised periodically, the Service Center will be notified in advance of any such change.

As an authorized representative of the aforementioned Service Center, I agree to the terms of this agreement.

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Signature

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Date

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Warranty Labor Rate

As an authorized representative of ATWOOD MOBILE PRODUCTS it is agreed that the aforementioned concern is an Authorized Atwood Service Center.

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Signature

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Date

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Warranty Labor Rate - Date