

CERTIFIED CARE EXTENDED SERVICE PLAN

Terms & Conditions

The Certified Care Extended Service Plan (referred to hereinafter as the “Plan”) is a legal contract between you and us. **THE PLAN IS NOT A CONTRACT OF INSURANCE.** By purchasing the Plan, you acknowledge that you have had the opportunity to read the terms and conditions set forth herein and you agree to be bound by them.

1. Parties and Interpretation

References in this Plan to the words “you” and “your” mean the purchaser of this Plan identified on the Schedule Page (or such other person to whom the Plan has been transferred in accordance with these terms and conditions) and the words “we”, “us”, and “our” mean Whirlpool Canada LP, the obligor of this Plan.

References in this Plan to (i) “Contract Number” means the Contract Number indicated on the Schedule Page; (ii) “Service Address” means the Service Address indicated on the Schedule Page or the address notified to us pursuant to sections 8; and (iii) “Whirlpool Product(s)” means the appliance(s) manufactured by Whirlpool Canada LP¹ or its affiliates to be covered under this Plan as identified on the Schedule Page.

2. Product Eligibility

This Plan extends only to Whirlpool Products used for personal, family or household purposes. Whirlpool Products must have been originally purchased as new for use in Canada. Copies of purchase invoices must be available upon request (usually prior to service or repair occurring) in order for us to validate that your Whirlpool Product continues to be eligible under this Plan. If you are unable to provide us with a copy of the purchase invoices for a Whirlpool Product, we may in our sole discretion deny service, or repair for that particular Whirlpool Product. Whirlpool Products older than ten (10) years of age, refurbished products, products sold “as is” and pre-owned products are not eligible for this Plan.

3. Term, Renewals and Amendments

The initial term of your Plan corresponds to the start and end dates of the Service Period indicated on the Schedule Page (the “Initial Term”). Unless terminated earlier by you or us in accordance with section 10, this Plan will automatically renew for additional one (1) year periods (each, a “Renewal Term”).

There may be some changes to the terms and conditions of this Plan (including pricing) upon renewal. At least thirty (30) days before the end of the Initial Term or Renewal Term, as applicable, we will send you a notice to your billing address to remind you of the renewal and to notify you of any changes to this Plan (including pricing) that will apply if it is renewed. If you

¹ These include only products manufactured by Whirlpool Canada LP and branded under one or more of the following banners: Whirlpool, Maytag, KitchenAid, Jenn-Air, Amana, Inglis, and Gladiator.

do not wish to renew your Plan or accept any of the changes to the Plan (including pricing) that will apply if it is renewed, then you must provide us with a notice of cancellation in the manner prescribed in section 10(a) on or before the end of the Initial Term or Renewal Term, as applicable. Otherwise, this Plan will automatically renew on the terms and conditions (including pricing) described in the notice we send to you.

4. Paying for Your Plan

Single-Pay Plans

Plans can be paid for in full at the time of initial purchase (“Single-Pay Plans”).

Multi-Pay Plans

Plans can be purchased in monthly installments (“Multi-Pay Plans”). Multi-Pay Plans are subject to a non-refundable administration fee of 10% of the Plan’s total purchase price (excluding tax). Applicable taxes (including HST) will be added to each monthly installment when billed. You agree to have the credit card or other authorized payment source used to purchase your Plan kept on file (your “Credit Card”) so that we can automatically charge you monthly installments following your initial payment. You are responsible for notifying us of any changes to your billing information. Failure to pay any installment will result in the suspension of our obligations under your Plan until payment of any outstanding installment has been received. You will have thirty (30) days from the date of a missed payment to submit payment and reactivate your Plan. No service will be provided for claims occurring or submitted on or after the suspension date of your Plan until the missed payment is submitted. Failure to pay any installment before the thirty-first (31) day after a missed payment will result in the immediate termination of your Plan. We have no obligations under the Plan for service or repairs made on or after the termination date, even if the event giving rise to the service or repairs occurred before termination.

If you have a Multi-Pay Plan and you have made a request for service or repairs on your Whirlpool Product, prior to performing such service or repairs you authorize us to charge your Credit Card for an amount that is equal to the cost of the service or repair, in case you fail to pay the outstanding installment payments for the remainder of the Initial Term or Renewal Term, as applicable.

5. What is Covered by Your Plan

General – Subject to the terms, conditions and exclusions provided herein, your Plan covers the cost of functional parts and labour for repairing or servicing Whirlpool Product failures resulting from mechanical or electrical failure when the Whirlpool Product is being used for normal personal, family or household use. Genuine Whirlpool factory certified parts will be used whenever possible; however, at our option, re-manufactured parts that perform to the factory specifications of the Whirlpool Product may be used. **Service or repairs performed without our approval will not be reimbursed and will result in the termination of our obligations under this Plan to provide service for that Whirlpool Product.**

If we are unable to repair or service your Whirlpool Product or if, in our sole discretion, we deem that repair or service is not cost effective, we have the option, at our sole discretion, to replace

your Whirlpool Product with a replacement product of similar features and functionality or, at your option, issue you a purchase discount equal to the value of the replacement product that you can use toward the purchase of a replacement product of similar features and functionality from our family of brands. Please note that technological advances may result in a replacement product with a lower selling price than the original Whirlpool Product purchase price; however, no refunds will be made based on the replacement product cost difference from the original Whirlpool Product purchase price.

Replacement of a Whirlpool Product, or allowance of a purchase discount will, with respect to that Whirlpool Product: (a) entirely fulfill all our obligations under this Plan; and, (b) cancel and discharge all further obligations under this Plan, where allowed by law. Purchase discount allowances may not be redeemed for cash and any unused portion will be forfeited.

If your Plan applies to multiple products, our obligations under your Plan for the other Whirlpool Products will remain in effect, but a new plan must be purchased in order to obtain extended service on any replacement Whirlpool Canada LP product. The defective Whirlpool Product will become our property, should we unilaterally elect to exercise our rights to the property.

Out of Warranty Exclusion - If you purchased your Plan after the expiration of our manufacturer's warranty, one of our authorized service technicians must conduct an initial inspection of your Product before performing any service or repair under this Plan. If, while carrying out the initial inspection of your Product, one of our authorized service technicians determines that your Product is not repairable, or if the cost of repair is higher than the cost to replace the Product, your Plan will be canceled and you will receive a full refund for your purchase of the Plan and under no circumstances will your Product be replaced. We will cover the cost of labour in connection with the initial inspection. No other compensation will be paid to you by us.

No Lemon Guarantee – If you purchased your Plan before our manufacturer's warranty expired and, during the Initial Term, the same component fails three (3) times and that Whirlpool Product requires a fourth (4th) repair, as determined by us, we will provide a replacement product (the "No Lemon Guarantee"). Component failures during our manufacturer's warranty or during a Renewal Term do not count toward the No Lemon Guarantee. If you purchased your Plan after the expiration of our manufacturer's warranty, you are not eligible for the No Lemon Guarantee.

Preventative Maintenance - If you purchased your Plan before our manufacturer's warranty expired, we will provide you with one (1) preventative maintenance inspection during the Initial Term and one (1) preventative maintenance inspection during a Renewal Term, for each Whirlpool Product ("Preventative Maintenance"). If you request Preventative Maintenance and you have multiple Whirlpool Products eligible for Preventative Maintenance at the same Service Address, the Preventative Maintenance for all such Whirlpool Products must be conducted at the same time. If you purchased your Plan after the expiration of our manufacturer's warranty, you are not eligible for Preventative Maintenance.

Rust Damage Repair - If you purchased your Plan before our manufacturer's warranty expired, we will repair damage caused by rust, but only when rust impedes the correct functioning of the Whirlpool Product or affects a washer's tub, a dryer's drums or a dishwasher's baskets and/or

tubs, if such appliances are listed on the Schedule Page (“Rust Damage Repair”). Rust Damage Repair is only available during the Initial Term. You are not eligible for Rust Damage Repair if you purchased your Plan after the expiration of our manufacturer’s warranty.

Parts Discount - Your Plan entitles you to obtain a discount of 25% off our regular manufacturer’s suggested retail price for any parts not covered by this Plan when you purchase those parts directly from us. To redeem your discount and purchase any qualifying part, call us at 1-866-664-9328 and quote your Contract Number.

6. Location of Service

Wherever possible, we will provide in-home service at the Service Address. The Whirlpool Product must be easily accessible and removable for servicing. If your Whirlpool Product must be repaired elsewhere, you will be responsible for related pick-up and return expenses.

7. If You Need Service

Call us at 1-866-664-9328, to schedule service at the Service Address or for referral to the nearest authorized repair centre. We are available Monday to Friday 8:00 a.m. – 5:00 p.m. ET. Service will only be available during the regular business hours of our authorized service providers.

8. Moving Your Whirlpool Products to a New Location in Canada

You can change the Service Address at any time by notifying us by email correspondence at CertifiedCare@whirlpool.com

9. If the Owner of the Whirlpool Product is Changing

You can assign this Plan to another person in respect of those specific Whirlpool Products listed on the Schedule Page by notifying us by email correspondence at CertifiedCare@whirlpool.com. Information provided by you must include your Contract Number, date of new ownership, new owner’s name, and both your and the new Whirlpool Product owner’s complete address and telephone number.

10. Plan Cancellation and Refund

(a) Cancellation by You

You may cancel this Plan at any time. Notify us by email at CertifiedCare@whirlpool.com, or in writing at Certified Care, Whirlpool Canada LP, 200-6750 Century Avenue, Mississauga, ON L5N 0B7, and provide your Contract Number and Service Address.

Single-Pay Plans - You will receive a refund based on the following: (1) if your cancellation notice is received within thirty (30) days of the purchase date of this Plan, you will receive a full refund of any payments made by you, less the value of any service or repairs we have conducted or discounts we have provided under this Plan; or (2) if you

otherwise cancel your Plan, you will receive a pro rata refund of the original purchase price. The pro rata refund is based on the percentage of unexpired Initial Term or Renewal Term, as applicable, from the Plan's date of purchase, less the value of any service or repairs we have conducted or discounts we have provided under this Plan. If, after your pro-rata refund has been calculated, there is a balance owing, you authorize us to charge your Credit Card for an amount that is equal to the balance owing.

Multi-Pay Plans - If your cancellation notice is received within thirty (30) days of the purchase date of this Plan and we have not conducted a service or repair or provided any discounts under this Plan, you will receive a full refund of your initial payment. If you otherwise cancel your Plan, your cancellation will be effective immediately and you will receive a pro rata refund of the last monthly payment, less the value of any service or repairs we have conducted or discounts we have provided under this Plan. If, after your pro-rata refund has been calculated, there is a balance owing, you authorize us to charge your Credit Card for an amount that is equal to the balance owing. Following the effective date of your cancellation, you will not be charged any further monthly installment payments.

(b) Cancellation by Us

Except as otherwise required by law, we may cancel this Plan at any time in the event of:

- (i) your misrepresentation;
- (ii) your commercial or rental use of a Whirlpool Product;
- (iii) an unauthorized service or repair of a Whirlpool Product;
- (iv) the unavailability of service parts for your Whirlpool Product; or
- (v) without limiting the foregoing, your failure to comply with any of these terms and conditions.

Single-Pay Plans - If we cancel this Plan for a reason listed above, you will receive a pro rata refund of the original purchase price. The pro rata refund is based on the percentage of unexpired Initial Term or Renewal Term, as applicable, from the Plan's date of purchase, less the value of any service or repairs we have conducted or discounts we have provided under this Plan.

Multi-Pay Plans - If we cancel this Plan for a reason listed above, you will receive a refund of the last monthly payment on a pro rata basis and your cancellation will be effective immediately. Following the effective date of your cancellation, you will not be charged any further monthly installment payments.

(c) Inadvertence

If this Plan was inadvertently sold to you on a Whirlpool Product which is ineligible for this Plan, we will, with respect to that Whirlpool Product, cancel this Plan and refund any payments made by you.

(d) Effect of Cancellation

Upon the effective date of early cancellation (whether by you or us), our future obligations under this Plan to you are fully extinguished.

11. Limitation of Liability

For any single claim, the limit of liability under this Plan is the cost of authorized repairs. The Plan provides up to a maximum of ten thousand dollars (\$10,000) per Whirlpool Product toward the equivalent cost inclusive of retail sales tax of any service or repairs we have conducted or discounts we have provided.

12. Your Obligations

It is your responsibility to protect the Whirlpool Product from damage. It is a condition of this Plan that you:

- (a) fully cooperate with us and our authorized service technicians during diagnosis and repair of the Whirlpool Product;
- (b) ensure accessibility of the Whirlpool Product;
- (c) provide a non-threatening and safe environment for in-home service;
- (d) ensure the presence of an adult at the time of scheduled service;
- (e) never use the Whirlpool Product for business or commercial purposes;
- (f) maintain and install the Whirlpool Product according to the manufacturer's recommendations; and
- (g) call to notify us of any defect or deficiency in service provided under this Plan within ninety (90) days of the date of service.

13. What is Not Covered by this Plan

Your Plan does not entitle you to service or repair for:

- (a) **Whirlpool Products older than ten (10) years of age, refurbished products, products sold "as is", pre-owned products (unless ownership is changed after the purchase of this Plan), Whirlpool Products located outside Canada or Whirlpool Products used in recreational vehicles, industrial or commercial settings;**

- (b) Service required as a result of any moving or alteration of equipment, the use of supplies other than those recommended by the manufacturer or approved by us or repairs made by anyone other than us or one of our authorized service providers;**
- (c) Damage and/or other equipment failure due to causes beyond our control including but not limited to: operator negligence; failure to maintain, operate or store the equipment according to the owner's manual instructions; abuse; vandalism; theft; fire; flood; wind; freezing; inadequate power supply; wiring; breakers; duct work; improper installation; rust or corrosion (except as provided in the case of Rust Damage Repair in section 5); unusual atmospheric conditions; acts of war; and acts of God;**
- (d) Service necessary because of improper storage, improper ventilation, non-compliant plumbing, non-municipal water supply, loss or damage as a result of violation of existing federal, provincial and municipal codes including repairs to Whirlpool Products that do not comply with said codes, inconsequential noises, or reconfiguration of equipment;**
- (e) Non-functional parts, expendable items, scratches, dents, peeling, hard water damage, walls and infrastructure, decorative finishing, interior liners, door liners, handles, knobs, racks, rollers, drip pan or grates, shelves;**
- (f) Cosmetic damage;**
- (g) Failure due to dust, mold, animal, or insect damage, scorching or damage from heat sources, chipping;**
- (h) Filters, bulbs, drawers, water membranes, fuses and hoses;**
- (i) Food loss resulting from loss of power;**
- (j) Damage to clothing;**
- (k) Any repair covered by any other warranty or service contract or initiated by the manufacturer, or recall program whether the manufacturer is in business or not;**
- (l) Unauthorized repairs performed by you or on your behalf;**
- (m) Service or repair caused by defects that existed prior to the date this Plan was purchased and known by you;**
- (n) Normal, periodic or preventative maintenance (except as provided in the case of Preventative Maintenance in section 5);**
- (o) Upgraded, retrofit, or unapproved components;**
- (p) Upgrades to comply with regulatory laws;**

- (q) **Whirlpool Products with original serial numbers that have been removed, altered or cannot be readily determined;**
- (r) **Cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in Whirlpool Products & custom panels;**
- (s) **Shipping damage to Whirlpool Products resulting from inadequate packaging by you;**
- (t) **Damage or equipment failure resulting from your failure to comply with any of your obligations as set out in section 12;**
- (u) **Loss or damage as a result of an accident or occurrence unrelated to any defect in the Whirlpool Product; or**
- (v) **Consequential or incidental damages resulting from a Whirlpool Product's failure (other than as expressly provided for by this Plan).**

14. Miscellaneous

Your original purchase invoice(s), the Schedule Page, and these terms and conditions set forth the entire agreement between us and supersede all prior negotiations, understandings and agreements concerning this Plan. No oral or written representations, warranties or conditions and, except as provided in section 3, no amendments or modifications to this Plan will be binding except by a written agreement signed by the party to be bound thereby or as is otherwise required by law. This Plan shall be governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Privacy

We and our affiliates may collect, use and share personal information provided to us by you and obtained from others with your consent, to establish and serve you as a customer, including for the purpose of serving you under this Plan, or when required or permitted by law.

More specifically, we collect the following personal information:

Name,

billing and/or service address,

email address,

phone number,

credit card information (credit card information is collected in order to process payments and the recurring payments through third parties (Visa, Mastercard etc.) and is not stored by Whirlpool

Your information may be processed and stored in the United States and may be subject to access by United States authorities under applicable laws. While such information is outside of your country of residence, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country. Your information will be available to Our employees who need to process your personal information to serve You under this Plan. You may obtain a copy of our privacy code, ask any questions you may have regarding the manner in which we will use your information or learn about your options for refusing or withdrawing your consent (including your option not to be contacted about offers of products or services) by emailing us at or by writing to us at Whirlpool Canada LP, Suite 200, 6750 Century Avenue, Mississauga, Ontario, L5N 0B7, Attention: Consumer Service. A copy of our Privacy Policy sets out our commitments with respect to the protection of your personal and financial information and can be obtained by contacting us at whirlpool_privacy@whirlpool.com or by visiting <https://whirlpoolcorp.com/privacy-notice-united-states-and-canada/>. In certain circumstances and in accordance with applicable data protection law, you may have the right to request access and rectification of your personal information. To exercise any of your rights, please contact us by email at whirlpool_privacy@whirlpool.com or by mail at Whirlpool Canada LP, Suite 200, 6750 Century Avenue, Mississauga, Ontario, L5N 0B7, Attention: Consumer Service.