



## Universal Home Protection Home Warranty Warranty Terms And Conditions

**DO NOT Call a Contractor Yourself.**

**UHP may NOT reimburse you for work performed without prior UHP approval.  
FOR CLAIMS CALL: 608-831-0285, Toll Free: 1-877-225-5847, Fax Toll Free: 1-888-321-6355**

### A. Coverage

UNIVERSAL HOME PROTECTION, (hereinafter UHP, WE, or OUR) agrees to arrange for a qualified service contractor to repair or replace a COVERED component or appliance in the event of malfunction or mechanical failure which occurred during the term of the warranty contract as a result of normal wear and tear. Mechanical malfunction/failure occurs when an item covered by this contract is functioning properly and then becomes unable to properly perform its designed function, subject to these terms and conditions. This contract covers only single-family dwellings, condominiums, and multiple unit dwellings up to four units. Multiple unit dwellings must be appropriately applied for and authorized by UHP.

#### **This warranty covers only those items that are:**

1. Listed as COVERED under Section C. and Section D. if applicable. The list of NOT COVERED components and appliances is not meant to be all-inclusive. Certain components and appliances listed as NOT COVERED are specified for illustration and not limitation. Certain limitations apply to covered systems and appliances. See Section L., Limitations On Liability.
2. Located in an owned or rented residential property. Any dwelling used in whole or in part for commercial purposes (including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care facilities) is **NOT** eligible for coverage.
3. Located within the perimeter of the main foundation or the attached garage.
4. Correctly installed and operating properly on the effective date of this contract.

### B. Warranties Available/Terms

**Seller Home Warranty**, Basic or Elite warranty, which is placed on a

home by a home seller at the time of listing and is effective immediately upon receipt and acceptance by UHP and continues for the remaining term of the listing contract, not to exceed one hundred and eighty (180) days provided the listing is being actively marketed and has not terminated, expired, or been withdrawn. By application and acceptance of a seller warranty, the appropriate fee is required to be paid to UHP at closing. The seller warranty may be extended at the sole discretion of UHP. The Seller Home Warranty will terminate upon transfer of title or cancellation of the listing contract. Upon transfer of title, the seller home warranty will transfer, at no additional fee, to the purchaser for a term of one (1) year, provided payment is received by UHP within ten (10) days of the date of closing. During the listing period, if the Seller vacates the property, the property must be maintained with all utilities (i.e. water, electric, and gas service) on, or the home must be properly winterized/safeguarded to protect against frost or other damage that might occur when vacant. If these requirements are not met, coverage may be terminated.

**Buyer Home Warranty**, Basic or Elite warranty, which is purchased by or on behalf of a home buyer at the time of closing and is effective on the date of closing for a term of one (1) year provided UHP has received the proper payment within ten (10) days of the closing. Buyer home warranties expire one year from the date of closing.

**Homeowner Direct Warranty**, Basic or Elite warranty, which is available to homeowners not currently selling or buying a home (not listed for sale or it is more than ten (10) days from closing). It is effective thirty (30) days after our acceptance and receipt of proper payment and remains in effect for a term of one (1) year.

**New Construction Warranty**, Basic warranty, which is purchased by or on behalf of a home buyer at the time of closing of a newly constructed single family home. The warranty will go into effect on the first anniversary

## SAMPLE CONTRACT continued...

date of the closing, provided we receive proper payment within ten (10) days of the closing, and remains in effect for a term of three (3) years.

### C. Components and Appliances Eligible For Basic Warranty Coverage

#### HEATING SYSTEM

*Covered*—Unless additional fees are paid, this contract covers one (1) central warm air heat system or one (1) central hot water or steam heat system; a thermostat; all accessible ductwork. See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$2,000 for repair or replacement costs to one (1) heating system. Heat pump systems and combination heating and cooling systems are considered one (1) system.

*Not Covered*—Any heating units that are portable or free standing; any secondary or backup heat sources; humidifiers; individual space heaters; electronic air cleaners/filters of any type; cleaning or replacing air filters; blockages in air intake and/or exhaust for furnace; clogged, cracked or damaged drain line/hoses; fuel storage tanks or removal of; regulating and cleaning of burners; radiant heating systems built into walls, ceilings or floors; damper motors; fireplaces and associated gas lines and plumbing; chimney liners; air-to-air exchangers; handling of asbestos and other toxic materials; steam or radiant heating lines or coils encased in concrete; inaccessible ductwork or any ductwork encased in concrete; solar heating systems; any conditions that existed prior to Agreement effective date; routine care and maintenance; misuse; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists; units converted from coal to gas, coal to oil, oil to gas, and wood burning converted units; source pipes for geothermal heating/cooling units; cost to drain boiler if no shut off valves are present; heating capability due to inadequate or undersized equipment or ductwork.

#### ELECTRICAL

*Covered*—All electrical wiring that is contained within the boundaries of the main foundation; the circuit breaker panels and fuse box; receptacles; bathroom exhaust fans; ceiling fans (replaced with like quality, \$500 limit); chimes/door bells; garage door openers in attached or detached garages (repair or replacement for all units combined not to exceed \$600). See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$2,000 for repair or replacement costs to the electrical system.

*Not Covered*—Intercom systems; telephone/speaker systems/cable/satellite/internet and associated wiring; fire alarms; smoke detectors; carbon monoxide detectors; radon mitigation systems; security systems; lighting fixtures; attic wall fans or exhaust fans; the sending units, light/light bulb, springs, cables and pulleys used by garage doors and openers; remote controls and/or sending units for ceiling fans; all power failures or shortages; any inadequate wiring capacity or wiring overload conditions; all electrical wiring outside of the main foundation; wiring encased in concrete; any conditions that existed prior to Agreement effective date; routine care and maintenance; misuse; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists.

#### PLUMBING

*Covered*—Within the boundaries of the main foundation, any gas, water, waste, drain or vent lines; faucets (replace with like quality, \$500 limit); motors and blowers for jetted bathtubs; tub or shower valves; primary water heater; toilets and associated components (replace with like quality, \$500 limit). See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$1,000 for repair or replacement costs to a water heater, including vented systems, or the mechanicals of a jetted bathtub. UHP shall be responsible for an aggregate of up to \$2,000 per plumbing malfunction unless otherwise specified.

*Not Covered*—The cost to access and/or repair breaking through walls, ceilings or floors to make repairs; spas and any related mechanical or plumbing components; lawn sprinkler systems; swimming pools; water softeners; water purification systems/water filters; instant hot water systems, pumps and dispensers; shower base pans; sinks; bath tubs; shower enclosures; bidets; grouting or caulking; any excessive, or insufficient water pressure conditions; all piping outside the boundaries of the foundation; exterior hose-bibs; drain blockages caused by root growth; water flow restrictions because of rust, mineral deposits, or any other deposits; noises in systems; all plumbing located in, or under the slab or foundation; any plumbing encased in concrete; sewage ejector pumps; lift pumps; wells and well pumps; purity, color, or odor of the water system; handling of asbestos and other toxic materials; pressure tanks; holding tanks; solar plumbing systems; sump pumps and all associated

piping; jet pumps; septic tanks (or systems) inside or outside of the home; water and sewer laterals; frozen pipes; any conditions that existed prior to Agreement effective date; routine care and maintenance; misuse; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists. (Note: some items may be eligible for optional BUYER or BUYER/SELLER coverage—if appropriate warranty is selected and the additional fee is paid at closing.)

#### AIR CONDITIONING SYSTEM

*Covered*—Unless additional fees are paid, this contract covers one (1) central air conditioning system (a system which utilizes ductwork for the distribution of air); a thermostat; compressor; condenser; air handler; interior refrigerant gas lines and accessible ductwork; condenser fan motor; blower fan motor; evaporator cooler unit; or (1) permanently installed wall air conditioning unit. See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$2,000 for repair or replacement costs to one (1) air conditioning system. Heat pump systems and combination heating and cooling systems are considered one (1) system.

*Not Covered*—Filters; exterior refrigerant lines; registers; condenser grille guards; deionizers; humidifiers; portable air conditioning units; window air conditioning units; gas air conditioning units; source pipes for geothermal heating/cooling units; cooling capability due to inadequate or undersized equipment or ductwork; electronic air cleaners/filters of any type; clogged, cracked or damaged drain lines/hoses; any conditions that existed prior to Agreement effective date; misuse; routine care and maintenance; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists.

#### PRIMARY APPLIANCES

*Covered*—Primary kitchen refrigerator; built-in oven; garbage disposal; microwaves designed by the manufacturer to be installed into a wall, cabinet, or over the range; range; built-in dishwasher (those that do not sit on wheels and use temporary connectors); range exhaust fan; built-in trash compactor; clothes washer/dryer. See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$1,000 for repair or replacement costs per appliance.

*Not Covered*—Coin operated appliances; cabinets; doors or related parts; structural parts of appliances; all non-mechanical parts (i.e. plastic pieces, handles, locks, hinges, knobs, gaskets, interior/exterior appliance lights/indicator lights, interior liners/tubs, insulation, cracks in glass or ceramic cook top surfaces); self-cleaning oven feature; noises when no mechanical malfunction is present; refinishing or replacing of counter tops; any cosmetic repairs—dents, scratches, etc.; lock and key assemblies; meat probes; rotisseries; clocks/timers unless necessary to the operation of the appliance; racks; baskets; exterior/interior trim; multi-media centers on refrigerators; free standing ice makers or ice makers in refrigerators/freezers; water and ice dispensers and associated piping/plumbing; wine chillers/secondary refrigerators; free standing freezers; odors; central vacuum systems; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists; any conditions that existed prior to Agreement effective date; misuse; routine care and maintenance. (Note: some items may be eligible for optional BUYER/SELLER coverage if appropriate warranty and/or package is selected and the appropriate/additional fee is paid at closing.)

### D. Components and Appliances Eligible for Elite Warranty Coverage

**(Elite Warranty Includes all covered items listed in Sections C. & D. Excludes Appliance Upgrade Package/Secondary Set Of Appliances unless optional package is selected and the appropriate fee is paid at closing.)**

*Covered*—Water softener; stand-alone freezer; primary permanently installed sump pump; wine chiller. See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$1,000 for repair or replacement costs to a water softener, a stand-alone freezer, and an aggregate of up to \$500 for repair or replacement costs to a wine chiller.

*Not Covered*—Cabinets; doors or related parts; structural parts of appliances; all non-mechanical parts (i.e. plastic pieces, handles, locks, hinges, knobs, gaskets, interior/exterior appliance lights/indicator lights, interior liners/tubs, insulation); any cosmetic repairs—dents, scratches, etc.; racks; baskets; exterior/interior trim; ice makers in freezers and associated piping/plumbing; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists; any conditions that existed prior to Agreement effective date; misuse; routine care and maintenance; resin bed; ion exchange resin; iron filtration systems; reverse osmosis systems.

## SAMPLE CONTRACT continued...

### OPTIONAL COVERAGE For Home

#### BUYER/SELLER (Additional Fee Required At Closing)

##### Appliance Upgrade Package/Secondary Set of Appliances

*Covered*—One (1) additional of each of the following: refrigerator, oven/range, built-in microwave, built-in dishwasher.

For “Not Covered” systems and components, see PRIMARY APPLIANCES on the previous page.

### OPTIONAL COVERAGE For Home BUYER Only

#### (Additional Fee Required At Closing)

##### Well Pump

*Covered*—Well pump and control box used for serving the main residence. See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$1,200 for repair or replacement costs to a well pump.

*Not Covered*—Auxiliary pumps used to provide water to out-buildings or tanks for livestock or any other purpose other than to provide service to the main residence for domestic use. Any charges, including excavation to gain access to the pump; casings; pressure and holding tanks; electrical service or piping; redrilling wells; any conditions that existed prior to Agreement effective date; misuse; routine care and maintenance.

##### Swimming Pool or Spa (Covers one unit only—only the pool or only the spa)

*Covered*—Limited to pumps; motors; gaskets; relays; impellers; filters; backflush valve; heaters; above ground plumbing and electrical lines serving the unit. See Limitations On Liability for specific limitations that may apply.

Note: UHP shall be responsible for an aggregate of up to \$1,200 for repair or replacement costs to the mechanicals of a pool, spa or combination equipment.

*Not Covered*—Concrete encased or underground plumbing and electrical service; structural defects; the cost to access and/or repair breaking through walls, ceilings or floors to make repairs; code violations; pool lights; solar water heaters; pool sweep motors; pool liners; covers and associated parts; motors for covers; cleaning equipment and/or chemicals; ozone systems; the presence of rust, corrosion, scale or lime build-up when no mechanical failure exists; any conditions that existed prior to Agreement effective date.

##### Swimming Pool With Built-In Spa Equipment (Both pool and spa are covered if they use common equipment. If common equipment is not used, the spa is not covered.)

For “Covered” and “Not Covered” systems and components, see SWIMMING POOL OR SPA above.

### E. Multiple Units—Condominiums

1. Unless the contract specifies a duplex, triplex, or fourplex, UHP’s liability under this contract is limited to single-family dwellings.
2. This contract does not cover the common areas and facilities of condominiums and multiple units.

### F. Manufactured And Mobile Homes

1. UHP covers Manufactured Homes as defined by the U.S. Department of Housing And Urban Development as of March 31, 2010, provided the home was manufactured within 15 years from the effective date of this contract. A Certificate of Origin may be required upon request by UHP.
2. UHP does not cover recreational vehicles, single wide trailers, park models, or other dwellings not considered to be a Manufactured Home as defined by the U.S. Department of Housing And Urban Development as of March 31, 2010.

### G. Tenant Occupancy

When coverage is provided on tenant-occupied dwellings, the dwelling owner (not tenant) is responsible to request service and report claims. Payment of the deductible charge is the responsibility of the owner.

### H. Renewal

In the event the homeowner is interested in renewing the contract, UHP may, at its option and if permitted by state law, renew the contract. The homeowner will be notified of terms of coverage and rates for the renewal period. Renewal payment must be received by UHP prior to the expiration date of the current contract.

### I. Termination

1. If there is material misrepresentation by the applicant or owner of any fact or circumstance relative to the systems, components, or appliances covered by this contract, UHP may terminate the contract.
2. After this contract is in effect for 60 days, UHP may terminate this contract:
  - a) for nonpayment of plan fee; or
  - b) for fraud or misrepresentation of a material fact, the knowledge of

which would have caused UHP to decline to issue the contract; or

c) due to substantial change in risk assumed except to the extent UHP should reasonably have foreseen the change or contemplated the risk when issuing company established the contract; or

d) in the event there has been a substantial breach of a contractual duty, condition or warranty.

Notice of termination: If issuing company terminates this contract, issuing company will mail you notice, at the address shown on the Warranty Plan Purchase Agreement, at least 10 days prior to the effective date of the termination.

3. UHP has the option to terminate coverage on any item that has been repaired, altered, installed, or modified without UHP’s prior authorization.

4. It is the owner’s responsibility to pay the deductible amount to the service contractor. In the event the owner fails to pay the deductible charge, UHP shall have no further responsibility under this contract until the deductible is paid, or, at UHP’s option, the contract may be terminated.

### J. Cancellation (As governed by state laws)

**In Wisconsin:** The purchaser of the warranty plan may (within 15 calendar days of the delivery of the warranty contract) reject and return the warranty contract for a full refund; less actual costs or charges needed to issue and service the warranty contract.

**In Illinois:** The contract holder may cancel the home warranty contract:

a) within 30 days after its purchase, if no service has been provided, for a full refund of the consideration less a cancellation fee.

b) at any other time during the term of the contract for a pro rata refund of the consideration for the unexpired term of the contract less the value of any service received, and a cancellation fee. The pro rata refund shall be based on the number of days elapsed during the term of the contract.

The cancellation fee for this contract shall be the lesser of 10% of the contract price or \$50.

### K. Transferability/Assignment

Upon receipt of written request from the property owner, UHP agrees to transfer the remaining term of the current home warranty plan to the new property owner.

### L. Limitations On Liability

1. Repairs or replacements required as a result of flood, fire, lightning, smoke, earthquake, freeze, storm, theft, war, accident, riots, vandalism, improper installation, power failure, pest damage, neglect or misuse, or acts of God are not covered by this contract.
2. UHP may not reimburse the owner for labor or materials, or other services not authorized or supplied by UHP.
3. If, in the course of a repair or replacement service, it is necessary to open a ceiling, floor, or walls, restoring the openings to their original condition is the responsibility of the owner and is not covered by this contract. If moving another appliance is required to service a malfunction, all costs associated with moving the non-malfunctioning appliance are the responsibility of the homeowner and are not covered by this contract.
4. This contract does not cover consequential damages resulting from the failure of any component, system, or item. UHP is not responsible for delay or failure to provide service due to circumstances beyond UHP’s control such as, but not limited to, lack of availability of materials, service, or labor.
5. If this contract covers a condominium, UHP’s responsibility for repairs or replacements shall be limited to an area within the contract holder’s condominium, excluding common area.
6. Upgrading or improvement of systems, components, and items due to lack of capacity, failure to meet current building code(s) or zoning requirements is the responsibility of the owner and is not covered by this contract.
7. In the event of a joint well agreement, UHP shall be responsible for repair costs in proportion to the responsibility of the contract holder’s share of the agreement.
8. Unless otherwise noted in the contract, UHP coverage will be limited to \$5,000 per occurrence/malfunction.
9. Contract coverage is limited to residential use of property.
10. Claims may not be submitted following the expiration date of the plan.
11. In the event a homeowner initiates a request for service on an item listed as covered, but the actual malfunction is proven to be associated with a non-covered item, or upon the contractor’s evaluation no mechanical malfunction is present, the homeowner is responsible for any and all incurred charges due to the contractor. In the event the homeowner fails to pay the amount due to the contractor, UHP shall have no further responsibility under this contract until the amount is paid in full.



## SAMPLE CONTRACT continued...

12. This contract does not cover claims to vacant properties that have not been properly winterized/safeguarded to protect against frost or other damage that might occur when vacant.
13. Any wireless internet connectivity malfunction on a covered component is not covered by this contract.
14. This contract does not cover any appliance/component/system that has been altered from the original manufacturer's specifications.
15. The contract does not cover those items found to be defective by the product manufacturer or by the Consumer Product Safety Commission and for which any recalls or warnings are or have been issued. Repairs or replacements deemed necessary as a result of any manufacturing defect including improper design, use of improper materials, or any other manufacturing defects are not covered by this contract.
16. UHP is not liable for any damages resulting from a UHP approved/independent contractor's service or any delay in or failure to provide service. UHP is not liable for any consequential, incidental, special, and/or punitive damages arising or resulting from, or related to any UHP approved/independent contractor's service, including but not limited to, damages resulting from delays in obtaining parts and/or labor, labor difficulties due to circumstances beyond the contractor's control, the failure of any equipment used by a UHP approved/independent contractor and/or any negligent or unlawful acts or omissions of any UHP approved/independent contractor.
17. During the contract term, if appliances/equipment covered by this contract are installed by someone outside of UHP's network of contractors, UHP shall have no further responsibility for said appliance/equipment.

### M. Disclosures

The price of the Warranty includes all processing, inspection, and administration costs due and payable to UHP and its agents, if applicable. At our option, we may reimburse the named real estate company initiating the sale of this warranty, based on a good faith estimate of its expenses incurred in promoting, selling, processing and advertising the warranty, unless otherwise stated in the terms and conditions of the offer to purchase.

### N. Waiver

In the event UHP should waive any of its contractual rights as to any claim, that waiver will not constitute a future waiver of said rights.

### O. State Requirements

**In Wisconsin:** CAUTION—THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Obligations of the provider under this service contract are backed by the full faith and credit of the provider. Universal Home Protection, LLC, 1289 Deming Way, Suite 201, Madison, WI 53717. 608-831-0285 or Toll Free: 1-877-225-5847. UHP agrees to pay claims deemed covered promptly as outlined by Wisconsin State Statute 628.46.

**In Wisconsin:** If you are having problems with your company or agent, do not hesitate to contact the company or agent to resolve the problem.

#### Universal Home Protection

1289 Deming Way, Suite 201, Madison, WI 53717  
608-831-0285 or TOLL FREE 1-877-225-5847

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by writing to:

#### Office Of The Commissioner Of Insurance

Complaints Department, P. O. Box 7873, Madison, WI 53707-7873  
Or you can call Toll Free 1-800-236-8517 outside of Madison or 608-266-0103 in Madison, and request a complaint form.

**In Illinois:** Doing business as Universal Home Protection Northern Illinois, LLC. Warranty Plan obligor is Universal Home Protection Northern Illinois, LLC.

### \*P. Service

1. When a malfunction occurs to a system or component covered by this contract requiring repair or possible replacement, the owner must telephone UHP at 1-877-225-5847 to request service.

**DO NOT CALL A CONTRACTOR DIRECTLY TO HAVE WORK PERFORMED. Work performed without UHP's consent may not be reimbursed.**

Your UHP representative will contact an approved UHP contractor to respond to the service call. UHP will make every effort to initiate service within 36 hours after receiving the service call during weekdays and within 48 hours for calls received on weekends and holidays. If an emergency condition exists, UHP will endeavor to proceed with urgency to expedite the service and the normal deductible charge will apply. It is the sole discretion of UHP to determine if an emergency situation exists. In the event the owner requires that a non-emergency malfunction be serviced during other than normal business hours, on weekends or holidays, the owner will be responsible for all costs over and above those charged during normal business hours.

2. A UHP authorized contractor must perform all repair or replacement work done under the terms of this contract. **Further, UHP may not be responsible for any expenses incurred by the owner without the express consent and approval of UHP.**

3. **The owner is responsible for a deductible charge of up to \$75 on each component or appliance malfunction referred to a UHP approved contractor/service technician. Additional charges, including tax, may apply.** The payment of the deductible charge is due when the service is performed and shall be paid by the owner to the authorized UHP contractor upon presentation of the bill to the owner. In the event the owner fails to pay the deductible charge, UHP shall have no further responsibility under this contract until the deductible is paid. An additional deductible will not be due by the owner if repairs made under this contract to the same specific malfunction fail within 60 days of the date the claim was first submitted to UHP.

4. When the owner notifies UHP of a service requirement, the owner agrees to make the premises available during the contractor's standard rate hours to complete the service requested.

**Note: the owner agrees to pay the service contractor for any expenses incurred if owner fails to provide access to the dwelling.**

5. You must notify UHP immediately upon discovery of a mechanical failure for work to be performed under this contract. Notice of any service request must be given to UHP prior to expiration of this contract. Failure of the homeowner to furnish UHP notice of mechanical failure as specified in this section and in the application, and with the time required therein may invalidate or reduce a claim if UHP is prejudiced thereby and it was reasonably possible for the homeowner to meet the time limit.

6. UHP retains the sole option to repair or replace any system, component or other item. The homeowner will have the option to replace a malfunctioning system, component or item if that system, component or item is deemed repairable by a UHP approved service contractor. UHP will, upon receipt of a purchase invoice of a new appliance from the homeowner, provide a repair credit reimbursement based on the repair estimate by the UHP approved service contractor, less the deductible. When the homeowner elects to receive a repair credit reimbursement, the delivery, installation, and associated fees related to the new appliance or component will be the responsibility of the homeowner.

7. UHP will make every effort to provide replacement parts, systems or components of same or similar quality, when needed and available. Owner acknowledges that UHP will not be liable or responsible to provide an exact match in brand, dimensions, type, or color. Nor is UHP responsible for matching any feature of the existing item/appliance that does not contribute to the primary function of the item. UHP is under no obligation to upgrade or make improvements in the original systems, components, or appliances covered by this contract. When replacement equipment is not available due to changes in design or dimensions, the cost of construction or modifications made necessary due to such changes is the responsibility of the owner. The owner shall also be responsible for the cost of building and zoning permits deemed necessary and for the cost of handling of asbestos or other toxic materials.

8. The owner agrees that if any of the systems, components or other items covered by this contract are under other warranties or guarantees, the owner will provide in good faith to UHP and/or its contractor, all information, authorization, forms and other assistance needed to submit claims against the other warranties and guarantors for expenses incurred in repairing or replacement of the systems, components or other items.

