012026CEC

Contractor Enrollment

Please submit this form with the required documents referenced below via email to: service@primewarranty.ca or, fax to us at: 855-595-6303

* REQUIRED

DISTRIBUTOR*

CONTRACTOR NAME*

ADDRESS*

CITY*

PROVINCE*

SELECT

POSTAL CODE*

TELEPHONE

FAX

E-MAIL*

ACCOUNTS PAYABLE TEL. #*

ACCOUNTS PAYABLE E-MAIL*

GST #

HST#

PST#

These Terms and Conditions are made a part of the Prime Contractor Enrollment Form (the "Contractor Agreement") between Prime Warranty ("Prime") and the undersigned Contractor ("Contractor"). Upon execution of the Contractor Agreement by Prime, Contractor is authorized to offer Prime's Extended Service Agreement ("ESA") to its customers, subject to the following terms and conditions:

1) Contractor shall remit payment to Prime for all Extended Service Agreements purchased within thirty (30) days of the date of invoice issued by Prime.
2) Contractor shall submit each order to Prime for processing together with complete Equipment Owner information as set out in the Declarations Section (the Declaration Section is a separate form that is an integral part of the ESA), including the Equipment Owner's name, service address, and equipment information.
3) Contractor shall notify each Equipment Owner of an ESA that the ESA is not valid until the applicable charges has been paid in full by Contractor to Prime.
4) Upon return of a processed ESA to Contractor, Contractor shall be responsible for reviewing and confirming the accuracy of all information contained therein. Any discrepancy shall be reported to Prime immediately. Failure to notify Prime may result in denial or negation of coverage in the future and Prime will be indemnified and held harmless by the Contractor for any claim from the Equipment Owner resulting thereof.
5) Contractor shall verify coverage, including without limitation coverage dates and covered equipment, for each ESA.
6) Any reimbursement request submitted to Prime by Contractor shall relate solely to services actually performed by Contractor or by a technician registered with Prime on equipment covered under a Prime ESA.
7) Contractor shall warrant labor for a period of ninety (90) days on all repairs performed within the scope of the ESA.
8) Contractor shall have the right to refuse any service call. In such a case the Contractor must advise the Equipment Owner that it may hire an alternate technician to conduct the repair work. The Contractor must inform and advise the Equipment Owner that Prime will reimburse eligible repair costs only to the extent and in the manner provided under Prime's Reimbursement Guide (the Reimbursement Guide forms an integral part of the ESA). Any costs in excess of the amount reimbursable under the Reimbursement Guide shall be borne by the Equipment Owner.
9) No overtime or holiday rate shall apply. Only one (1) person per service call shall be permitted.
10) For the purposes of establishing the commencement date of the Warranty of Good Order pursuant to any applicable legislation, the Contractor must provide to Prime within ninety (90) days from the date of installation the information for the items installed as required in the Declaration Section.
11) During peak season, when turnaround times may be longer, if the Equipment Owner chooses to have a repair performed by a third party, the Contractor must inform and advise the Equipment Owner that Prime will reimburse eligible repair costs only to the extent and in the manner provided under Prime's Reimbursement Guide. Any costs in excess of the amount reimbursable under the Reimbursement Guide shall be borne by the Equipment Owner.
12) Contractor shall not use the Prime's name in any sales, marketing, direct mail, brochure, advertisement, or other promotional materials without the prior written approval of Prime.
13) Any Equipment Owner to whom an ESA is sold by Contractor shall remain a customer of Contractor for service purposes so long as Contractor remains in business, except in the event Prime determines that Contractor has engaged in fraud or misrepresentation.
14) If Prime determines that Contractor has engaged in fraud or misrepresentation, Prime shall promptly notify Contractor of its findings and evidence. Upon such notice, Prime may take any action it deems reasonable and necessary, including without limitation:
a) Requiring Contractor to immediately cease offering Prime's warranty products.
b) Conducting an accounting and review of Contractor's records.
c) Terminating any agreements including the Contractor Agreement.
15) Either party may terminate this Contractor Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party.
16) It is understood that the ESA does not replace any statutory warranty or manufacturer's warranty. The ESA is additional coverage and is separate from such warranties.
17) Any ESA shall be void if the equipment identified in the applicable ESA is moved from the original service address.
18) Contractor shall comply with all applicable laws, regulations, and Prime policies in connection with the sale, administration, and servicing of ESAs.
19) Contractor shall perform all covered services in accordance with Prime's published reimbursement rates, as updated, amended, supplemented, or replaced from time to time by Prime in its sole discretion. Contractor acknowledges and agrees that Prime may modify such reimbursement rates at any time, and that all reimbursement requests submitted on or after the effective date of any such modification shall be subject to the then-current published reimbursement rates.
20) Contractor agrees that any warranty sold is incidental to, and part of, the equipment sale.
21) This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable herein. Any dispute, claim action or proceeding arising out of or relating to this Contractor's agreement and related documents including the Reimbursement Guide shall be instituted exclusively before the courts in the judicial district of Quebec, and each party irrevocably attorns to the jurisdiction of such courts. For the purposes hereof, the parties elect domicile in the judicial district of Quebec, Province of Quebec.

Any modifications to the information provided herein shall not be effective or accepted without prior written consent by Prime Warranty.

PROOF OF INSURANCE (required)

☐ I have included a copy of proof of liability insurance.

I have read and understand the above terms and conditions that apply to this form.

Name/Signature[1] ([1]By entering your name is this field, this form will be considered legally valid)

Title

Date

Print Form