



Service Center Application Form

COMPANY NAME : _____

ACCOUNT NO : _____

ADDRESS : _____

TEL. NO : (_____) _____ - _____ FAX NO: (_____) _____ - _____

Email Address: _____

Agreement made this _____ day of _____, 20____ by and between Crosley Corporation: hereafter referred to as Crosley (Manufacturer) and _____ hereafter referred to as ASC (Authorized Service Center) under the law of _____

Teamex Corporation in behalf of Crosley Corp. will act as the service agent and will handle all after sale services including payments.

This agreement, and attachments hereto, which are hereby incorporated by reference, set forth and constitute the entire agreement between the parties with respect to subject matter hereof, and supersede all prior agreement and understandings between the parties. The agreement may not be released, discharged, amended, or modified in any manner except by an instrument in writing signed by each of the parties. Whereas, CROSLEY desire to engage ASC to perform the services set forth here in accordance with the terms and conditions of this agreement. Now therefore in consideration of the mutual covenant contained herein, the parties hereto agree as follows:

AUTHORIZED PRODUCT REPAIR GROUP

Please mark "X" under "YES" or "NO".

PRODUCT	PRODUCT GROUP	"YES"	"NO"
Dishwasher	Dishwasher		
Ranges	Electric and Gas Ranges		
OTR	Over the Range Microwave Oven: In-home service		
Refrigerator/Air Conditioner	Refrigeration & Air Conditioning Products		
Freezer	Chest and Upright Freezers		



1. APPOINTMENTS

CROSLEY hereby appoints ASC to service and repair Crosley products sold in the United States as set forth in attached "Service Policy Book" and ASC hereby accept appointments as CROSLEY's authorized service center and service, repair the Crosley's products to customer in professional manner consistent with the standard set by CROSLEY. Each service center's facility, repair equipment and tools shall be screened before becoming an ASC.

This is the entire agreement between two parties, which may be changed only in writing, signed, by both parties or their duty authorized agents. Additional Crosley products may be added to the coverage of this agreement at any time and from time to time by the execution of an addendum to that effect by both of the parties hereto.

Note: Except as otherwise set forth herein, notice to the parties under this agreement shall be in writing and sent to the address written on first page or such other address as one party may have notified the other party pursuant to a notice that complies with this section. Such notices shall take effect as of the date of mailing.

2. ASC'S OBLIGATIONS

2-1. Summary

TAT	: 5 days, average
Claim submission	: 60 days, within
Parts payment	: 30 days, net
Off-set claim	: 90 days, over

2-2. TAT

TAT (Turn-Around-Repair time) is very important to us. Maintain TAT within 7 days if there is no reason to delay this. The purchased date, date service was requested, and the date of service completed are required for review.

2-3. Repair Coverage

Accept the repair of all Crosley's products, regardless of In-warranty or Post-warranty, carry-in, in-home, home/shop or mail-in, or UPS. No exclusive territory or rights are offered or implied. Note: For the post-warranty, which is not under

CROSLEY's warranty, all repairs and service costs are the responsibility of the customer.

2-4. Warranty Claims

Use NARDA or NESDA form to submit claims. *All claims must be sent within 60 days after service completed date.*

2-5. Original Sales Receipt

CROSLEY requires a copy of the original sales receipt/bill of sale from the customer confirming the authenticity of their purchase of the Crosley product. This needs to be submitted with the warranty claim to CROSLEY. ASC shall verify that the submitted product is in-warranty by getting a sales receipt from the customer.

2-6. Store's Computer Printout

If customer does not have the original sales receipt, CROSLEY will accept a computer printout with letterhead from the store. Sales manager or supervisor must sign this computer printout and the telephone number of the store has to be supplied on that form.

2-7. Replacement Parts

To replace defective parts, ASC is required to purchase major components and parts from CROSLEY parts center. For other common parts such as common resistor, capacitor and fuses, may be purchased from a local distributor. For the common parts, which were purchased from local distributor, we will only reimburse to ASC at our "Dealer Net Price".

2-8. Policy Book

Review and comply with all policies and procedures established by CROSLEY. CROSLEY will supply a revised "Service Policy Book" every year.

2-9. Certification

ASC must supply a copy of "technical certification" to service a Refrigerator or Air conditioner. ASC must comply with any and all regulations and laws. CROSLEY also requires special tools and equipment for these products. ASC must provide a tool and equipment list

to become refrigeration authorized service center.

3. CROSLEY'S OBLIGATION

3-1. Job Transfer

Recommend each ASC to Crosley customers within geographic area such as "Zip Code" or "Area Code of telephone number" based on performance and capabilities.

3-2. Warranty Period

For warranty claims, CROSLEY will pay in full for service rendered with respect to warranty servicing. See the Attachment # 1 (Page 7 & 8) for detail information of each product's warranty period or repair labor rate.

3-3. Payment Term

CROSLEY shall make the payment within 30 days after CROSLEY has received a satisfactory warranty claims. Payment will be sent directly to ASC by mail.

3-4. Deduction (Debit Memo)

CROSLEY may withhold warranty payment until ASC has paid all sums owed to CROSLEY, which is outstanding of the part's invoice.

In case of failure to make full payment within 30 days after part invoice has been sent, CROSLEY will apply that warranty claim payment to offset the outstanding part's amount. CROSLEY reserves the right to deduct the amount of ASC claim payment against past due parts invoices over 90 days.

3-5. Labor Rate Adjustment

ASC undertakes and agrees to notify CROSLEY in a timely manner if the repair rate of CROSLEY is not reasonable. CROSLEY will consider re-evaluation of the existing warranty labor rate on a year to year basis.

4. CONFIDENTIALITY

4-1. Confidentiality

During the term of this service agreement, ASC shall retain in Confidence and shall not, without the prior written consent of CROSLEY, use or disclose to any person or entity, other than employees of CROSLEY with need to have access thereto, any



business or technical information of CROSLEY.

4-2. Record Keeping

ASC shall keep full and complete records of all repairs performed under this agreement with respect to both in-warranty and post-warranty services and repairs. ASC shall retain such records for a period of not less than 2 years from the date a unit has been repair-completed.

5. LIMITATION OF LIABILITY

Neither party shall be liable for any lost revenue, lost profits, or other indirect, special or consequential damages, even if advised of possibility of such damages, arising out of any breach of this service agreement or failure to perform its obligation thereunder.

CROSLEY warrants that all parts furnished pursuant to this agreement will be free of defects in material and workmanship at the time they are shipped to ASC. CROSLEY makes no other warranties, either express or implied, including any warranty of merchantability or fitness for any particular purpose, with respect to the parts provided by CROSLEY pursuant to this agreement. In case of CROSLEY's breach of any warranty or any litigation under this agreement, CROSLEY's sole obligation shall be to make all necessary adjustments, repairs or replacements of any parts that do not meet the warranty contained herein in accordance with the terms of this agreement, which are defective at the time of shipment or are discovered to be defective within 90 days after the date of shipment.

6. TERMINATION

6-1. Immediate Termination

Upon termination of agreement, that service center shall immediately stop to represent itself as an ASC of Crosley and shall otherwise desist from all conduct or representations which might lead the public to believe that service center is authorized by Crosley to service and repair its products.

6-2. Reason of Termination

Agreement shall be automatically terminated upon any one or more of the following occurrences:

- a. ASC is judged bankrupt, becomes insolvent or makes an assignment for the benefit of creditors or takes advantage of any act or law for relief of debts.
- b. ASC's identity is changed by sale of part or all of its business, transfer of control of its outstanding stock, merger or otherwise.
- c. ASC breaches any material term of this agreement.
- d. Unprofessional or incompetent service, service that is not within industry standards or service that results in customer discontent.

6-3. Parts Return

- a. Within one (1) week after the effective date of termination, the service center shall submit to CROSLEY a written schedule reflecting all of the Product parts they owned by or in the possession of ASC. Said schedule shall identify all Product parts by part number and shall indicate the quantity on hand.
- b. Within two (2) weeks after the receipt of such schedule, CROSLEY shall have the right to inspect the inventory reflected on such schedule.
- c. Within two (2) months of the termination date, CROSLEY may give written notice of its election to repurchase all or any part of the inventory.
- d. Upon receipt of a notice of repurchase of part inventory, service center shall deliver all specified product parts to a carrier designated by CROSLEY.
- e. Payment of the repurchase price shall be made by CROSLEY to ASC by issuance to ASC of a credit against the then current indebtedness of ASC owed to CROSLEY. If the repurchase price shall exceed the then current indebtedness of ASC to CROSLEY, CROSLEY shall forward any excess



America's Best Appliance Warranty™

payment to the terminated service center within 30 days after the receipts of such parts by CROSLEY.

7. TAXES, FEES, & LICENSES

ASC shall be responsible for its own sales, use, advertisement, receipt, or similar taxes, fees and/or licenses which may now or hereinafter be imposed by any governing body by reason of ASC's purchase of the parts or performance of services hereunder.

8. TRADE MARK

CROSLEY hereby grants ASC a license to use Crosley's trademarks in connection with providing repair service and its other obligations under this agreement, provided that ASC has obtained the written consent of CROSLEY's prior to each usage thereof and follows CROSLEY procedures for the use and display of its trademarks.

Upon any termination of this agreement at the request of CROSLEY, ASC will remove and not thereafter use the Crosley name or trademarks in any manner or form. The service center recognizes and agrees that it has not acquired any rights of ownership of, or any right to use, or any other interest in, the Crosley trademarks, alone or in combination, by virtue of this agreement except as expressly authorized herein. Crosley trademarks that may be established or amended from time to time by CROSLEY in its bulletins, policy guides, and other written or electronically transmitted communications issued to ASC by CROSLEY, and to conduct ASC's activities in connection with the use of the phrase "Authorized Crosley Service Center" in accordance with such policies and procedures. As part of ASC's compliance with Crosley's policies and procedures, ASC agrees that it will not identify itself in advertisements, listings or otherwise by use of any Crosley's trademarks, directly or indirectly, other than by referring to itself as an "Authorized Crosley Service Center". ASC further agrees that it will not use the Crosley trademarks as part of its corporate or firm name.



ASC acknowledges that it is not a CROSLEY entity, that it has no right to use Crosley's trademarks beyond the specific narrow limitations contained in the Agreement and that is not a Crosley agent nor can it act as an agent or representative of Crosley, except as herein expressly provided.

9. JURISDICTION

This Agreement shall become effective only when accepted by CROSLEY at their offices in Fairfield, NJ. This agreement and related transactions by and between parties shall be deemed to have been made in the State of North Carolina and any and all rights and obligations relating to this Agreement or any such other transactions, including matters of construction, validity, performance and obligations, law shall be governed by the internal laws of the State of North Carolina and no other jurisdiction, without regard to the conflicts of law.

If any dispute arises out of or in connection with this Agreement, or any such other transactions, ASC agrees that it, its officers, employees and agents will bring suit against Crosley only in the state of Federal Courts of the State of North Carolina and no other jurisdiction, without regard to the conflicts of law. If any dispute arises out of, or in connection with this Agreement, or any such other transactions, ASC agrees that it, its officers, employees and agents will bring suit against CROSLEY only in the state or Federal Courts of the State of North Carolina.

The parties hereto agree that the courts of the State of North Carolina have exclusive jurisdiction over any and all matter controversies and causes of action arising under this service agreement.

ASC hereby acknowledges that all courts within the state of North Carolina have personal jurisdiction over it and hereby waives personal service of process upon it and hereby consents that service may be made upon it by registered or certified mail directly to the address indicated herein or by any of the methods, within or without the State of North Carolina,

that are permitted by applicable law and/or rules.

10. ASC INSPECTION

ASC agrees to permit any duly authorized employee, agent or representatives of Crosley to inspect ASC's activities in the conduct and performance of in-warranty and out-of-warranty service/repairs on the products. Such inspection shall include an audit of ASC's purchases of replacement parts, technician training records and inspection of test equipment.

ASC further agrees to keep and maintain and to permit any duly authorized employee, agent or representative of Crosley to inspect and copy or, at Crosley request, to send CROSLEY, free-of-charge, copies of, accurate books and records pertaining to ASC's performance of in-warranty and out-warranty service and repairs on the products.

11. INDEMNIFICATION

ASC agrees to indemnify, defend and hold CROSLEY, its corporate parent, affiliates, directors, officers and employees harmless from and against any and all loss, liability, damages, (including punitive and/or exemplary damages), costs and expenses of every kind (including, but not limited to, counsel fees and legal expenses) which may be incurred by it, them or any of them by reason of demand, claim, action or suit arising out of, or by reason of, any actual or alleged action or omission of ASC, its agents, servants and without limitation, claims by ASC's employees.

ASC shall assume the defense of any action or suit brought against CROSLEY by reason thereof, with counsel acceptable to CROSLEY and ASC shall pay any damages assessed against, or that are payable by, CROSLEY, its corporate parent affiliates, directors, officers and employees as a result of the disposition of any such demand, claim action or suit. CROSLEY, however, reserves the right to be represented by its own counsel, at its own expense, in the



defense of any such suit, action or proceeding.

12. PRODUCT SAFETY

12-1. Safety Certifications

ASC shall obtain, and shall ensure that its employees obtain at ASC's cost and expense, all necessary certificates, registrations, licenses and permits required by any applicable law, rule or regulation for ASC to operate in accordance with the provisions of the agreement.

ASC shall comply with any and all applicable Federal, state or local statutes and laws, and all rules and regulations promulgated thereunder, relating to the performance of in-warranty and without limitation, provisions relating to maximum TAT (Turn Around Time) for the performance of services/repairs of the products.

12-2. SAFETY NOTIFICATION

ASC agrees to immediately notify CROSLEY in writing upon discovering that any of the products fails to comply with any applicable consumer product or electrical safety or other Federal, state or local law, statute, rule or regulation or contains a defect which could, in the opinion of CROSLEY create a substantial product or electrical hazard and shall supply CROSLEY, in writing, with all information in the possession of ASC concerning the nature and extent of the failure or defect involved.

13. INDEPENDENT CONTRACTOR

ASC is, and shall at all times be deemed to be, an independent contractor. CROSLEY shall not be deemed or construed to constitute ASC as an agent, employee, or representative of Crosley, nor shall ASC have the right or authority to act for, incur, assume, or create any obligation, responsibility, or liability, express or implied, in the name of or on behalf of, Crosley, or to bind CROSLEY in any manner whatsoever.

All services and repairs performed by personnel of ASC under this agreement shall be deemed to be the agents,



servants and employees of ASC only, and CROSLEY shall incur no obligations and duties to ASC or otherwise.

The direction, selection and assignment of all personnel required to perform the services to be rendered by ASC under this agreement shall be under the exclusive control of ASC. All wages, salaries, benefits and compensation payable to all persons employed by ASC to perform its obligations here are, including all items payable in respect of payroll, such as payroll withholding taxes, social security taxes, unemployment insurance, workers compensation insurance, medical coverage and pension plans, now in existence or hereafter imposed by any governmental authority (Federal, state or local) or hereafter included in any union agreements to which ASC may now or hereafter be a party, shall be the sole responsibility of ASC.

ASC represents and warrants to and covenants with CROSLEY that in the performance of this agreement it will comply with all Federal, State and local laws, rules and regulations including, but not limited to laws, rules and regulations regarding compensation, hours of work, or other conditions of employment such as Federal or state laws regarding minimum compensation, overtime pay, equal opportunities for employment and Federal immigration laws

14. FORCE MAJEURE

Except to the extent provided in the applicable law, the parties hereto shall not be liable for any failure or delay in furnishing the parts and services thereunder resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disobedience, strike, labor difficulties, transportation contingencies, difficulty in obtaining parts, supplies or shipping facilities, delays of carriers or other circumstances beyond the reasonable control of the parties.

Waiver - The failure to enforce any one or more terms or provisions of such

terms or provisions or the right to such party thereafter to enforce such terms or provisions.

15. INSURANCE

CROSLEY and ASC shall maintain insurance in reasonable amounts and reasonable coverage in accordance with industry standards and any laws and regulations to protect themselves and each other against and from all claims arising out of the performance of this agreement and the transactions contemplated hereby.

16. TEST EQUIPMENT, TOOLS

ASC agrees to maintain all required test tools and equipment necessary or appropriate for servicing the Crosley products at each of its service facilities.

17. LEGAL DEFINITION AND ASSIGNABILITY

This agreement shall be interpreted and construed in all respects in accordance with the internal law of the State of North Carolina.

ASC shall not assign this agreement, delegate the performance of its duties hereunder or assign any money due or to become due hereunder, without the prior written consent of CROSLEY, and any attempted assignment or delegation without such consent shall be void.

Note: Severability - Judicial or administrative declaration, in any jurisdiction, of the invalidity of one or more of the provisions hereof, shall not invalidate the remaining provisions of the Agreement in that jurisdiction, nor shall such declarations have any effect upon the validity or interpretation of this agreement outside of that jurisdiction.



Attachment # 1 Confidential Statement

1.1. PRODUCT WARRANTY PERIOD

EFFECTIVE: July 1, 2015

SERVICE PRODUCT	PRODUCT DESCRIPTION	LABOR	PARTS	Sealed System Components	SPECIAL PART	Remarks for Special Part
Refrigerator	Top Mount	12 Months	12 Months	12 Months	12 Months	
Freezers	Chest Freezers	12 Months	12 Months	12 Months	12 Months	
Dishwasher	Dishwasher	12 Months	12 Months	12 Months	12 Months	

1.2. WARRANTY LABOR RATE BY PRODUCT

EFFECTIVE: April 1, 2015

PRODUCT	CARRY-IN	DEALER STOCK	IN-HOME	REMARKS
	Flat	Flat	Flat	
Top Munt Refrigerator	N/A			
Freezers	N/A			
Dishwasher	N/A			

Flat Rate

The rate will be comparable to the current labor rate of the major manufacturers. To better support Crosley's authorized service centers and avoid any dispute in regards to the verification of major and minor repair, Crosley will pay warranty labor in flat rate to the ASCs.

In-Home Service

Top Mount Refrigerator
Freezers
Dishwasher

Sealed System Repair for Refrigerator and Air Conditioner

Additional reimbursement for the repair and coolant allowance of sealed system.

Mileage

\$0.50/mile beyond 25 miles

Parts Shipping

All the parts orders will be shipped on 3 days select. If urgent, the parts can be shipped overnight.

Warranty Payment

The payment will be made twice a month. Every 15th and 30th of each month.



2-1. CONFIDENTIAL STATEMENT

For the purpose of obtaining credit from CROSLEY, ASC hereby certifies that the following information and financial statement is hereby submitted by ASC. Each of us certifies that list of all banks you deal with.

Name of company _____ D & B rating _____
..... Please check one: Corporation [], Partnership [], Proprietorship []

Owner's name _____
..... If the company is corporation, list principal stockholder(s) and officer(s)

Address : Street & P.O.Box # _____

Address : City / State / Zip Code _____

2-2. TRADE & CREDIT REFERENCE

#1.	_____	_____
	Name	Phone #
	_____	_____
	Address : Street	Contact person
	_____	_____
	Address : City / State / Zip	Other comments

#2.	_____	_____
	Name	Phone #
	_____	_____
	Address : Street	Contact person
	_____	_____



Address : City / State / Zip

Other comments

Attachment # 2 Confidential Statement

2-3. OTHER QUESTIONS

Please answer the following questions. This information shall be held in confidence by Crosley.

- Q1. Number of years in business? _____ years
- Q2. Number of service shops? _____ locations
- Q3. Square footage of service facility? _____ location #1.
 _____ location #2.
 _____ location #3.
- Q4. Number of technicians? _____ Tech.s
- Q5. Number of service vehicles? _____ vehicles
- Q6. In-home coverage (Min. 25 miles) _____ miles
- Q7. Average labor charge/hour? _____
- Q8. Insurance coverage? _____

All statements made above are true and correct to the best of my knowledge. I authorize Crosley to make any inquiries to evaluate this "Credit Application". Again all parts payment terms are "Net 30 days". **Failure to comply with these terms may result in the suspended shipment of replacement parts or deduction of warranty claim payments.**

Note: If you have multiple locations, please submit the information for each facility.

Please Print Name

Title

Signature

Date



SERVICE CENTER NOTE:

Please return the completed Service Center Application, with a copy of your state Tax Exemption Certificate along with a copy of your Certificate of Liability Insurance. We will also need a copy of your License if you have checked off A/C and Refrigeration. Please mail all your documentations including the signed Service Center application to:

Crosley Corporation
3 Sperry Road
Fairfield, NJ 07004
Attn: Service Department

Please verify all the appropriate information and signatures have been included.

Please be sure to check off all of the products, in the repair group on page # 1 that you wish to service.

You will receive a copy of the signed contract and service manual by mail or e-mail.

Regards,

Customer Service Department