



Dometic-Service

1120 North Main Street • Elkhart, IN 46514
PHONE: 574•264•2131 FAX: 574•206•9713
www.atwoodmobile.com

AUTHORIZED SERVICE CENTER AGREEMENT

Effective 4-1-16

Dometic (hereinafter called Dometic) 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 Dometic.

I – The terms of the Agreement:

- A. Shall be in effect until cancelled by either party by means of written notice given at least (30) days prior to termination.
- B. Shall govern any and all transactions between Dometic and the Service Center.
- C. The Service Center, its agents or employees shall not be considered as agents, representatives or employees of Dometic and shall not make any statements or representations or enter into any commitment on Dometic's behalf.
- D. The Service Center will notify Dometic of any change in name, address, or phone number or any other changes regarding its function under this agreement and Service Center understands that this agreement may not be assigned without the prior written consent of Dometic.
- E. Upon termination of this Agreement the Service Center will remove all Dometic Service Center decals or signs and shall cease claiming association as a Dometic Service Center.
- F. This Agreement will be, in all respects, governed by the State of Indiana for all Dometic® products and is subject to modification by Dometic.
- 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 a Dometic representative present.

II – Dometic Assistance:

- A. Dometic 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 20% for handling all overstocked new and unused parts on which the transportation has been prepaid, providing Dometic's written consent is obtained prior to return.
- D. Forward inquiries 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 Dometic's Service Department for Service Centers and dealers is available for fast, efficient service. To reach Dometic's Service Department dial 888-867-4188 or Atwood brand service dial 866-869-3118.

III – The Service Center Agrees, represents, warrants, and covenants to Dometic

- A. To maintain an adequate service organization qualified to service Dometic product covered by this agreement.
- B. To maintain at all times no less than 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 Dometic products listed.
- D. To provide repair service and replacement parts for products as specified in the Dometic 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 Dometic or the customer.
- F. To bill Dometic for warranty work performed on Warranty Service Reports provided by Dometic 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 Dometic.
- I. To indemnify, defend, and hold Dometic, its officers, directors, employees harmless from and against any and all losses, liabilities, claims, actions, or damages of any kind (Claims) arising out of or incurred in conjunction with services performed by Service Center hereunder, regardless of negligence or breach.

