

## TERMS and CONDITIONS for SERVICE AGREEMENTS

**1. Units Covered:** These service agreements are intended for single-family dwellings. This agreement relates only to air conditioning/heat pump equipment that are designed for residential units up to five tons, and residential gas furnaces. Equipment, including oil systems, outside these parameters will be priced individually.

**2. Inspection and Service:** B&B Heating and Cooling Contractors Inc. reserves the right to inspect equipment to be covered under a service agreement prior to acceptance. We do this to ensure that your equipment is working properly and so that both parties are aware of the equipment's condition at the time of agreement acceptance. Repairs required before agreement acceptance will be billed at the prevailing rates. Inspections (including flue pipe), tune-ups, and required service are subject to the accessibility of the equipment and parts from normal HVAC supply sources. Inspections and annual tune-ups will only be performed Monday through Friday, between 8:00am and 4:00pm, except on holidays. B&B Heating and Cooling Contractors Inc. will not be responsible for tune-ups, inspection, or service not performed due to unavailability of customer to schedule work. Customer requests to perform heating tune-ups and air conditioning tune-ups on separate days shall be subject to an additional service charge. All services will be performed providing the safety of our technicians is not compromised.

**3. Renewal:** This plan will not automatically renew from year to year on the anniversary date, however B&B Heating and Cooling will make all reasonable effort to send notification of renewal. If no renewal occurs by the anniversary date, the agreement will be considered expired and all seasonal checks, service calls, parts, and labor are subject to the going rates at that time. The anniversary date refers to the date of B&B Heating and Cooling's acceptance of this agreement. This agreement may be terminated by B&B Heating and Cooling at the end of the service agreement period due to aging equipment or excessive service calls.

**4. Tanks/Piping:** This plan does not cover tank repair or replacement. The tank owner is responsible for the condition and maintenance of the fuel tank, oil lines, and all piping. B&B Heating and Cooling Contractors Inc. assumes no responsibility for these components. This agreement does not ensure against tank leakage or any damage to persons or property resulting from tank leakage. This agreement does not cover any installation, clean up removal, remedial, or any other costs of compliance with any environmental law, rules, or regulations. B&B Heating and Cooling Contractors, Inc. will not be responsible for bodily injury or property damage arising out of the disposal, discharge, dispersal, release, or escape of fuel or other petroleum substances or derivatives into or upon the customer's property, surrounding properties, the atmosphere, or any water course or body of water.

**5. Service by Others:** This agreement is void if anyone other than a B&B Heating and Cooling Contractors Inc. employee performs modifications to the systems or equipment covered under the plan without prior written approval of B&B Heating and Cooling Contractors, Inc.

**6. Exclusions:** The following acts or conditions are specifically excluded from this agreement because they are not related to maintenance service. Any work performed due to these conditions will be billed at our prevailing rates: Frozen or congealed fuel lines, Coverage to vacant properties or damages from heat failure in an unoccupied home. Tripped circuit breakers/blown fuses. Electrical or plumbing work. Owner/operator errors or omissions. Emergency switch left in the "off" position or an improperly set

thermostat. Damage due to attempts to service equipment by person(s) including owners (unless instructed by our Service Department). Lack of heating fuel. Addition to components or replacement of entire system. No part or service is covered by this agreement unless it is specifically listed as covered in this agreement. Listed parts are not covered if obsolete, unavailable, or inaccessible. The parties agree that this written agreement constitutes the entire agreement and supersedes all previous agreements. Any statements, which are not contained in this agreement, are not part of this agreement. Secondary damages caused by tank or fuel line leakage, malfunctioning chimney or vent piping, failure of equipment, or other conditions resulting from delay or failure to render service due to situations beyond our control, including water around the heating unit, inclement weather, strikes, war, riots, or acts of God, are not covered by this agreement. Service under this agreement does not include labor or parts made necessary by fire, water damage, removal of water from fuel tank, soil remediation, environmental compliance, or other abnormal conditions.

**7. Tune-Up Scheduling:** B&B Heating and Cooling Contractors, Inc does not guarantee response if road conditions are unsafe or when weather contingency plans are in effect. B&B Heating and Cooling's primary tune-up season occurs at the start of spring and the start of fall, but exact dates are subject to weather from year to year. This service is provided under the agreement but in itself holds no monetary value. B&B Heating and Cooling will make every effort to contact the customer to schedule their tune-up during that time frame; however, it is the customer's responsibility to have this important service scheduled. Failure to do so could result in the forfeiture of service coverage, or being subject to the regular service call fee, without discounts.

**8. Limitations of Liability:** B&B Heating and Cooling Contractors, Inc. shall not be liable for injury or damage to persons or property resulting from defects in, or non-operation of, customer's heating or cooling equipment or its accessories or damages resulting from equipment failure. B&B Heating and Cooling will not be held responsible for modifying or replacing equipment that fails to heat or cool any structure due to improper system design or improperly sized equipment. The customer shall be responsible for the condition and maintenance of the fuel tank, fuel lines, and piping. B&B assumes no liability for same. This service plan does not insure against any leakage or any damages to persons or property resulting from any leakage. This service plan does not cover any installation, cleanup, removal, remediation, or other cost of compliance with any environmental or other laws, rules or regulations. Due to safety concerns for our technicians, we reserve the right to postpone working on outdoor air conditioning and heat pump units after dark or in inclement weather. This agreement, its price and performance, are all subject to delays or inability to perform work caused by or relating from scarcity of labor or material, strikes, either on the work done on the agreement, or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riots, rebellion, lack of material, delays of transportation, acts of Government or any Government Agency, judicial authority, Act of God or any other cause beyond the control of B&B Heating and Cooling Contractors, Inc. We shall not be required to furnish any items or equipment as may be recommended or required by Insurance Companies, Government, State, Municipal or other authorities. In such cases, the customer shall be charged for the parts and labor involved at the then current price for such items. No such parts or labor shall be furnished, however, without authorization of customer. It is mutually agreed that this agreement covers only the electrically operated parts within the equipment listed, and does not include water, gas, oil or electric supply to equipment, ductwork or balancing beyond the unit, or sheet metal components which may deteriorate due to corrosion or rust. It is understood that B&B Heating and

Cooling Contractors, Inc. will use care in performing the above service, but shall not be liable for failure to discover conditions necessitating repairs or replacements, nor shall any claim for consequential damages be made by either party. It is mutually agreed that this agreement is valid for a one year period, unless otherwise stated. This agreement will not be extended due to failure of customer to schedule inspections within the twelve-month period. It is also mutually agreed that there will be no refunds of any monies paid in conjunction with this contract. All service will be performed during regular working hours of B&B Heating and Cooling Contractors, Inc. This Agreement covers the complete understanding between the parties and B&B Heating and Cooling Contractors, Inc. No verbal representations shall be binding on either party. We shall not be responsible for system design nor maintaining design conditions. B&B Heating and Cooling Contractors, Inc. will not be responsible for any subsequent damage due to water leakage.