

# **Pasco Mini Splits Terms and Conditions for Ductless (Mini Split) Air Conditioning Installation**

By placing an order for a new ductless (mini split) air conditioning system installation—either the Standard or Premium package—you (“Customer”) agree to the following terms and conditions. These apply to both residential and commercial installations.

## **1. Parties Involved**

- *New Air Systems, Inc.* (“Contractor”): Responsible for all customer payments, scheduling, installation, and first-year maintenance.
- *Pasco Mini Splits* (“Subcontractor”): Authorized subcontractor performing the sales and order intake process, but does not collect payments, scheduling, installation or maintenance of HVAC systems.

## **2. Payment Terms**

- A 50% deposit is required, payable to New Air Systems, Inc., before scheduling your installation.
- The remaining 50% is due to New Air Systems, Inc. upon completion of the installation.
- Pasco Mini Splits will not collect any payments; their role is limited to obtaining your commitment and signature to authorize the order and schedule the installation with New Air Systems, Inc.

## **3. Scheduling and Installation**

- Installation will be scheduled by New Air Systems, Inc. upon receipt of the 50% deposit and your signed authorization.
- All installation work will be performed by New Air Systems, Inc.

## **4. Maintenance**

- New Air Systems, Inc. is responsible for coordinating with the customer on scheduling and performing the first year of maintenance, which includes:
  - One maintenance visit at approximately 6 months from the installation completion date.

- One maintenance visit at approximately 12 months from the installation completion date.
- It is the customer's responsibility to ensure access to the property and system for maintenance appointments.
- Customer forfeits first year of maintenance at 12 months from the installation completion date.

## **5. Warranties and Guarantees**

- New Air Systems, Inc. will provide a limited warranty on service and labor as specified in your Installation Agreement, effective from the date of installation completion.
- Warranty does not cover:
  - Damage due to misuse, abuse, or operation outside design parameters.
  - Pre-existing conditions or equipment (e.g., ductwork, electrical, insulation, concrete pad).
  - Water damage from clogged drains, condensation, or other drainage issues.
  - Structural deficiencies in existing supply/return ducts or transitions.

## **6. Customer Responsibilities**

- Ensure that the installation area is accessible and free from obstructions.
- Provide access to utilities (water, electricity) as needed for installation and maintenance.
- Inspect the completed work and notify New Air Systems, Inc. in writing of any issues within 48 hours timeframe so corrections can be made.

## **7. Limitation of Liability**

- Pasco Mini Splits and New Air Systems, Inc. are not liable for:
  - Consequential damages resulting from system malfunction, water or fire damage, or code violations not caused by their workmanship.
  - Any costs arising from pre-existing issues or conditions outside the scope of the new installation.

## **8. Ownership and Title**

- All equipment and materials remain the property of New Air Systems, Inc. until full payment is received.

- In the event of non-payment, New Air Systems, Inc. reserves the right to recover costs, including reasonable attorney fees and service charges as permitted by law.

## **9. Indemnification and Insurance**

- New Air Systems, Inc. maintain appropriate licenses and insurance for HVAC installation work.
- The customer agrees to indemnify and hold harmless both companies for damages not arising from their direct negligence or willful misconduct.

## **10. Termination and Cancellation**

- Either party may cancel the installation prior to commencement, subject to forfeiture of the deposit as outlined in the Installation Agreement.
- In the event of cancellation after installation has begun, the customer may be liable for costs incurred up to the point of cancellation.

## **11. General Provisions**

- These terms and conditions are binding upon signature and payment of the deposit.
- Any amendments or additional agreements must be in writing and signed by both parties.
- This agreement is governed by the laws of the state in which the installation occurs.

## **Acknowledgment**

By signing the Pasco Mini Splits Residential or Commercial Order Form, you acknowledge that you have read, understood, and agree to these terms and conditions, including the roles of New Air Systems, Inc. and Pasco Mini Splits, and the payment and maintenance obligations.