



Terms and conditions for equipment replacement and servicing and repair of existing equipment

1. Scope of Terms and Conditions.

The Terms and Conditions of product sales and service projects are limited to those contained herein. These Terms and Conditions apply to all and any services provided by STAT HVAC LLC with the business address at 1304 Marigold Pl, Schererville, IN 46375, and with the State of Indiana business license # 202111111541348. Any additional or different terms or conditions in any form delivered by you ("Customer") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging STAT HVAC LLC ("Seller") to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement." Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or engaging Seller to perform or procure any services. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on Seller's Site at the time Customer signs the Installation Proposal will govern, unless otherwise agreed in writing by Seller and Customer.

2. Payment Terms.

Customer shall pay Seller according to the terms contained in the Installation Proposal. Final payment shall be due after the work described in the Installation Proposal is substantially completed.

3. Zoning and Permits.

Customer agrees to timely furnish all information necessary to secure plans and permits for the work called for under this Agreement, and Customer warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Estimate but

required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Seller assumes no responsibility for violation of zoning rules/laws.

4. Change Orders.

During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Seller may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance.

5. Work Schedule.

Work shall be completed within a reasonable time. Performance of this Agreement is subject to labor strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, unusual delays in transportation, Seller's ability to obtain materials, and/or any cause beyond Seller's control.

6. Substitutions.

Should Seller be unable to obtain any material(s) specified in the Agreement or any Change Order, Seller shall have the right at its sole discretion to substitute comparable materials and such substitution shall not affect the Contract Price.

7. Excess Materials.

Extra materials left over upon completion shall be deemed Seller's property, and Seller may enter upon the Property's premises to remove excess material(s) at all reasonable hours.

8. Supervision Responsibility.

Seller shall supervise and direct the work at Customer's Property, using reasonable skill and attention. Seller shall be solely responsible for the construction means, methods, technique, sequences, and procedures for all work performed at Customer's Property pursuant to this Agreement. Customer shall not interfere with Seller's work forces or Seller's subcontractors.

9. Limited Warranty.

Seller shall provide Customer with a limited warranty on service and labor for the duration set forth in the General Service Agreement, beginning on the date of completion of services against defects in the quality of workmanship and/or materials ("Warranty Period"). Seller shall not be liable during or following the Warranty Period for any:

- (a) damage due to ordinary wear and tear or abusive use;
- (b) damage due to use of the equipment beyond the design temperatures (cooling set below 70°F, for instance);
- (c) defects that are the result of characteristics common to the materials used;
- (d) loss, injury or damages caused in any way by the weather elements;
- (e) conditions resulting from condensation on, or expansion or contraction or, any materials;
- (f) any water leak, blockage, freezing, or other malfunction of condensate or drain lines; and/or
- (g) air leaks arising from structural deficiencies within existing supply/return ducts or transitions.

If Customer opts for a Warranty Period exceeding three (3) years of Labor Warranty, Customer agrees to maintain yearly service agreements with Seller (hereby mentioned to as "Comfort membership maintenance program"), for the entire duration of the Warranty Period, which may be up to ten (10) years, after which, the customer may still continue to agree to maintain his/her Comfort Membership maintenance program active, but the Seller shall not be liable for any repairs or replacements needed at any point in time from that day onward. Seller shall not be liable for the costs for any replacements originated from a equipment manufacturers' "No Lemon" Guarantee claim, which provides a new condensing unit, evaporator coil or furnace if a major component fails (compressor or heat exchanger) within the first five (5) years starting from installation date, beyond three (3) years from installation date. At three (3) years beyond installation date, Seller shall determine adequate compensation for labor required for the replacement of equipment originated from a equipment manufacturers' "No Lemon" Guarantee claim, on a case-by-case basis

Seller shall not be liable for warranty repairs during the Warranty Period in the absence of such yearly service agreement(s). Seller shall not be liable for any warranty claims that are not accepted by the manufacturer or supplier of the equipment being claim.

Customer is responsible to pay \$99 fee to transfer existing warranty to new customer within 90 days of closing.

Customer is responsible for paying equipment manufacturer for any transfer of equipment warranty.

Seller shall honor a one (1) year labor warranty on parts installed, repaired or replaced on any equipment originally not installed by STAT HVAC LLC.

Seller is not responsible for any warranties provided by the manufacturer and makes no guarantees, nor shall be liable for, whether or not the manufacturer will honor its warranty policies.

Seller makes no warranty to Buyer regarding materials and/or equipment installed (other than a warranty of title), and Seller authorizes no third person or party to assume any warranty obligation or liability on Seller's behalf.

The only warranties applicable to the materials and/or equipment installed are those, if any, extended by the respective manufacturer that shall furnish to Buyer any and all applicable warranty documents. Seller hereby assigns to Buyer, without recourse, any applicable warranties extended to Seller. Such

assignment shall constitute Seller's sole obligation and Buyer's sole exclusive remedy from Seller with regard to defective materials and/or equipment installed.

Any limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all representations made by Seller, and all other obligations or liabilities respective of the Services provided at the Property. Seller disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability. Under no circumstances shall Seller be liable to Customer for loss of time, loss of use, inconvenience, or any other incidental or consequential damages that may arise from this Agreement. Unauthorized repairs or attempted repairs shall void this warranty entirely.

10. Design Conditions.

All equipment is designed according to the Manual J. standard design temperatures for Indiana (Cooling: 75°F indoor dry bulb temperature w/ 50% indoor relative humidity at 92°F outdoor dry bulb temperature. Heating: 70°F indoor dry bulb temperature w/ 50% indoor relative humidity at 23°F outdoor dry bulb temperature). Seller is not responsible for cooling/heating beyond the Manual J. standard design temperatures, high humidity levels, system reaching dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural tightness, ductwork conditions, home infiltration, leakage of ductwork, building materials and any other factor in the load calculation will be determined by the information the Customer provides to Seller upon initial consultation, Seller is not responsible for any problems incurred due to incorrect information provided by Customer at the time of consultation and load calculation. If Customer does not authorize Seller to conduct its own testing to determine load calculations, all insulation values, Seller shall size the new HVAC system based on the size of the existing HVAC system. In such case, Seller shall not be responsible for problems caused by over sizing (including without limitation short cycling, humidity control, and mold growth) or under sizing (including without limitation inability to heat or cool within the Manual J. standard design temperatures).

11. Performance or Condition of Existing Equipment.

Seller is not responsible for the performance, functionality, or compatibility of existing equipment, ductwork, duct board, controls, or other equipment/materials that is not replaced during a job installation and that Customer agrees to keep in place. In the event that the system fails to operate properly, the Warranty service will only cover the newly installed equipment, controls, or materials, as well as our workmanship. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Customer assumes all responsibility for any additional service charges that may be incurred.

12. Existing Refrigerant Line Set.

Seller is not responsible for any problems with heating or cooling due to the existing line set, which may require repair and replacement for an additional cost to the Customer in the event Seller is unable to pull a 500 micron vacuum on an existing line set. Should Customer reject Seller's recommendation to replace an existing line set, Seller's limited warranty is voided.

13. Existing Gas Pipe.

Seller is not responsible for the condition of any existing gas pipe that is not readily accessible. Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

14. Paint, Patchwork, and Repairs.

Seller is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work.

15. Personal Property.

Seller is not responsible for damage to Customer's personal property left in or near the project area.

16. Existing Attic Access Stairs.

In the event Customer's existing stairs cannot be safely utilized for the removal and installation of equipment, an alternate method or access may be required. Seller is not responsible for

(a) the replacement or repair of attic steps or stairs that must be removed to complete removal or installation work; and/or

(b) any property damage resulting from the removal of the attic steps or stairs.

17. Mold.

Seller shall not be responsible for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold. The discovery and/or removal or any mold or any hazardous materials is excluded from the scope of Seller's work, and Seller reserves the right to stop work until such mold or hazardous materials are removed.

18. Insurance and Waiver of Subrogation.

Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Seller waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

19. Indemnification.

Customer shall indemnify, defend, and hold harmless Seller and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Customer to comply with the requirements of the Agreement.

20. Risk of Loss.

Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Seller shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. Customer shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against such loss.

21. Severability.

Should any part of this Agreement be adjudged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.

22. Performance.

If Customer fails to perform any of Customer's obligations herein or if Seller, in good faith, believes that the prospect of payment or performance to be impaired, Seller may upon seven (7) days written notice to Customer terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

23. Collections.

If amounts owing under this Agreement are not paid within thirty (30) days, Customer agrees to pay a late charge on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Seller's performance as complete under this Agreement unless Customer notified Seller in writing otherwise within thirty (30) days of substantial completion. Should Seller retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Seller's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

24. Entire Agreement.

This Agreement constitutes the entire agreement between Customer and Seller. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.