



Terms and Conditions for Heating Ventilation and Air Conditioning installation and servicing
Effective as of 11/11/2021

1. Scope of Terms and Conditions.

This document shall be referred to "Terms and Conditions". These Terms and Conditions are effective as of 11/11/2021. This document shall refer to Heating, Ventilation and Air Conditioning as HVAC and the industry and scope of operations that it entails, as described in the International Residential Code, International Mechanical Code, and any federal, state or local applicable legislations, on their most recent publications. HVAC products and systems, and any work, of any nature, performed by STAT HVAC LLC on said HVAC products and systems, shall be referred to as "Services". HVAC and Indoor Air Quality products and systems referred to explicitly or implicitly in this document shall refer to, but are not limited to, any gas furnaces, electrical air handlers, heating strips and systems, liquid propane fired furnaces and systems, oil fired furnaces and systems, evaporator coils, condensing units, water boilers, hydronic systems, refrigeration systems, exhaust systems, ventilation systems, damper systems, control systems, duct systems, thermostatic products and controls, humidistats, humidifiers, dehumidifiers, safety circuits, electrical circuits and systems, drainage systems, condensate drainage systems, and exposed and concealed wiring controlling aforementioned units. The Terms and Conditions of product sales and service jobs are limited to those contained herein unless otherwise specified on job pages and invoices generated by STAT HVAC LLC and approved by the Client. These Terms and Conditions apply to all, and any services provided by STAT HVAC LLC with the business address at 7440 Foliage Ln, Schererville, IN 46375, and with the State of Indiana business license # 20211111541348. Any additional or different terms or conditions, in any form delivered by you (the "Client") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting the Services provided by STAT HVAC LLC (the "Contractor") or by engaging the Contractor to provide Services, the Client agrees to be bound by and accepts these Terms and Conditions unless Client and Contractor have signed a separate agreement, in which case the separate agreement will govern.

These Terms and Conditions constitute a binding contract between Client and Contractor and are referred to herein as "Terms and Conditions". By agreeing to and signing the Summarized General Service Agreement, or the General Service Agreement provided by the Contractor to the Client, or the HouseCall Pro® digital mobile application job page created for the specific job being agreed upon (the "HouseCall Pro app job page"), the Client agrees to the General Service Agreement and to these Terms and Conditions. This information is provided in writing, and verbally by the Contractor to the Client. The General Service Agreement and these Terms and Conditions are also available to the Client at any time at the Contractor's website, at <https://stathvac.com/terms-and-conditions> and a physical copy of that document shall be provided by the Contractor upon request by the Client. the Contractor's General Service Agreement, and the HouseCall Pro app job page, shall be referred to from hereinafter as the "Agreement". The Client accepts these Terms and Conditions by engaging the Contractor to perform or procure any services or by signing the Agreement. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions provided at the time that the Client signs the Agreement will govern, unless otherwise agreed in writing by the Contractor and the Client.

2. Payment Terms.

Client shall pay Contractor according to the terms contained in the Agreement signed by the Client. Initial payment (the "Deposit") shall be due according to the terms contained in the Agreement signed by the Client. Final payment shall be due after the work described in the Agreement is completed as set forth on Section 23. of these Terms and Conditions.

3. Zoning and Permits.

Client agrees to timely furnish all information necessary to secure plans and permits for the work called for under the Agreement, and Client warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the quotation provided by STAT HVAC LLC but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Client. Contractor assumes no responsibility for violation of zoning rules/laws.

4. Change Orders.

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

5. Work Schedule.

Work shall be completed within a reasonable time. Performance of the 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, Contractor's ability to obtain materials, and/or any cause beyond the Contractor's control.

6. Substitutions.

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

7. Excess Materials.

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

8. Supervision Responsibility.

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

9. Limited Warranty.

Contractor shall provide Client with a limited warranty on the materials (except mechanical systems for which the specific manufacturer shall be responsible for honoring the limited warranty provided with the system under their terms and conditions) and labor for the duration set forth in the Agreement, beginning on the date of completion of services against defects in the quality of workmanship and/or materials ("Warranty Period"). Contractor 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 intentional or unintentional use of the equipment beyond the HVAC system design, including, but not limited to:
 - b1. cooling set below 72°F on the HVAC system thermostat;
 - b2. heating set above 74°F on the HVAC system thermostat;
 - b3. humidity level set above 35% on the HVAC system humidistat;
 - b4. refrigerant levels outside of specifications;
- 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 on, any materials;
- f) any water leak, blockage, freezing, or other malfunction of condensate drain pumps or drain lines;
- g) air leakage arising from structural deficiencies within existing supply/return ducts or transitions.

Product and labor warranties provided in the Agreement are subject to the relevant provisions of the Services agreed upon, as described on the Invoice number set forth in section 3. of the Agreement. Not all warranties as stated on these Terms and Conditions, shall be applicable to the Agreement. Warranties shall be provided by the Contractor to the Client as expressly described on the Invoice set forth on section 3. of the Agreement and only as applicable as disclosed on the Contractor's Terms and Conditions. The full extent of any applicable warranties, applicable to this Agreement as described on the Invoice set forth on section 3. are described and are limited to the description of this section 9. of the Contractor's Terms and Conditions.

1. Parts warranty:

- i) Any mechanical system manufactured by Ducane®, Armstrong Air®, Allied Air® and any of its brands, Lennox International® and its sub brands, Carrier Global Corporation® and any of its brands, including, but not limited to, gas or liquid propane furnace system new installations and replacements:
 - (1) 10 years limited parts warranty on Furnace system, from date of installation (manufacturers' Terms and Conditions apply);
 - (2) Limited Lifetime warranty on furnace heat exchanger for Ducane® or Armstrong Air® furnace systems (manufacturers' Terms and Conditions apply);
 - (3) 20 years limited warranty on furnace heat exchanger for Carrier Global Corporation® and any of its brands, furnace systems (manufacturers' Terms and Conditions apply);
- ii) Air Handlers (with or without electric heating strips) system new installations and replacements:
 - (1) 10 years limited parts warranty on Air Handler system, from date of installation (manufacturers' Terms and Conditions apply);
- iii) Evaporator coils installations and replacements:
 - (1) 10 years limited parts warranty on Evaporator coil, from date of installation (manufacturers' Terms and Conditions apply);
- iv) Air conditioning condenser system installations and replacements:
 - (1) 10 years limited parts warranty on condenser system, from date of installation (manufacturers' Terms and Conditions apply)
- v) Air source heat pump system installations and replacements:
 - (1) 10 years limited parts warranty on condenser system, from date of installation (manufacturers' Terms and Conditions apply)
- vi) Richmond®, Rheem® or Bradford White® water heater system installations:
 - (1) Limited parts warranty as specified on Invoice set forth on section 3 of the service Agreement (manufacturer's Terms and Conditions apply);
- vii) Any other HVAC system and auxiliary system installations not specified above:
 - (1) Limited parts warranty as specified on Invoice set forth on section 3 of the service Agreement

(manufacturer's Terms and Conditions apply)

viii) Parts warranty on low voltage controls and Indoor Air Quality Equipment:

- (1) Unless otherwise stated on Invoice set forth on section 3. of the service Agreement, 5 years warranty from date of installation on thermostats, humidistats and any other low-voltage controls (up to 24V), (manufacturer's Terms and Conditions apply; requires proof of annual maintenance by the Contractor);
- (2) Unless otherwise stated on Invoice set forth on section 3. of the service Agreement, 5 years warranty from date of installation on Indoor Air Quality equipment, including, but not limited to, humidifiers, dehumidifiers, ultraviolet in-duct air purifiers, and indoor air quality monitoring systems (requires proof of annual maintenance by the Contractor);

2. Labor Warranty to be honored by Contractor:

i) Labor warranty refers exclusively to workmanship related to the installation Services as described on Invoice set forth on section 3. All issues directly or indirectly relating to with installed system or equipment arising from anything other than parts and material installed as part of the Services, within the Warranty Period, shall be subject to inspection by the Contractor or any of its authorized agents. Labor warranty shall not apply to anything other than parts and material installed as part of the Services as described on Invoice set forth on section 3., exclusively at Contractor's discretion and on a case-by-case basis.

ii) Single unit installations

- (1) Single unit installations shall refer to any one measure of, but not being limited to, any brand of gas fired furnaces, liquid propane fired furnaces, water boilers, air handlers with or without electric heating strips, air conditioning systems comprised of condenser system and matching evaporator coil combination, air source heat pump systems comprised of outdoor heat pump system and matching evaporator coil combination, mini-split heat pump systems, water heaters with or without storage tank;
- (2) Single unit installations are furnished with 3 years of labor warranty provided by the Contractor, exclusively on work performed by the contractor, from date of installation.

iii) Full system unit installations

- (1) Full system installations shall refer exclusively to any measure of any brand of:
 - (a) one gas or liquid propane fired furnaces with one air conditioning systems comprised of condenser system and matching evaporator coil combination;
 - (b) one gas or liquid propane fired furnaces with one air conditioning systems comprised of heat pump system and matching evaporator coil combination;
 - (c) one air handler with or without electric heating strips with one air conditioning systems comprised of condenser system and matching evaporator coil combination;
 - (d) one air handler with or without electric heating strips with one air conditioning systems comprised of heat pump system and matching evaporator coil combination;
 - (e) air conditioning systems comprised of condenser system and matching evaporator coil combination;
 - (f) heat pump systems comprised of outdoor heat pump system and matching evaporator coil combination;
 - (g) mini-split heat pump systems.
- (2) Full system installations of Ducane® systems and Carrier Global Corporation® and any of its brands systems, are furnished with 5 years of labor warranty on work performed by the Contractor, from date of installation;
- (3) Full system installations Armstrong Air®, are furnished with 10 years of labor warranty on work performed by the contractor, from date of installation.

iv) Warranty on repairs and servicing of HVAC systems and equipment not originally installed by the Contractor:

- (1) The Contractor shall honor a one (1) year labor warranty on part(s) installed, repaired or replaced on any equipment originally not installed by the Contractor. This warranty is exclusive to the part(s) installed, repaired or replaced and does not apply to the rest of the HVAC system on which it/ they was/ were installed. If any other issues, directly or indirectly related to the part(s) installed by the Contractor arise within this Warranty Period, the Contractor shall determine adequate compensation for labor required for the Services procured by the Client, on a case-by-case basis.

3. Any warranties described in this agreement, are overruled by specific warranty disclaimers on the Invoice set forth in section 3. or the Contractor's Terms and Conditions are exclusive to the Services provided and are non-transferable to any other property or a new owner of the property on which Services of installation of HVAC systems were provided, unless otherwise agreed to in writing between the Contractor and the Client on the Invoice set forth in section 3. of this document.

4. Any warranties described in this agreement, are overruled by specific warranty disclaimers on the Invoice set forth in section 3. of this document

5. The warranties expressly set forth in this Agreement are exclusive. The Contractor makes no other warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness

for a particular purpose the Services provided as described on Invoice set forth in section 3. The Contractor does not warrant that the Services and equipment installed are error and issues free, or that they will operate without interruption.

6. Approval of Repairs and Warranty

- i) All replacement parts and repairs must be approved by the Contractor before any work is performed; failure to do so will void the warranty. It is the Contractor's option to provide the necessary labor to replace or reinstall defective parts. All such warranty work must be performed by the Contractor or by an authorized agent of the Contractor.
 - ii) Tamper evident seals may be put in place by the Contractor upon provision of Services. If upon servicing of installed equipment it is found that any tamper evident seal has been broken, any warranties described on Invoice set forth on section 3. or on section 39. of this Agreement, any and all warranties may be voided exclusively at the Contractor's discretion.
 - iii) Any warranty set forth in this agreement or the Contractor's Terms and Conditions may also be voided if the Contractor's Terms and Conditions are broken by the Client.
7. After the Warranty Period expires, the Contractor shall not be liable for any repairs or replacements needed at any point in time from that day onward. Contractor shall not be liable for the costs for any replacements originated from an equipment manufacturers' "No Lemon" Guarantee claim, beyond the Warranty Period. Beyond the Warranty Period, the Contractor shall determine adequate compensation for labor required for the Services procured by the Client, on a case-by-case basis
8. Contractor shall not be liable for warranty repairs during the Warranty Period if for any reason or motive, maintenance was not performed on the HVAC system provided within one calendar year of completion of the Agreement.
9. The Contractor shall not be liable for any warranty claims that are not accepted by the Manufacturer or Supplier of the equipment being claimed, which was provided as a Service under the Agreement.
10. No kind of Warranty as sated forth on the Agreement is transferable to a new owner of the property on which the Service was provided. Any complimentary maintenance agreements provided as stated forth on the Agreement are non-transferable to a new property and HVAC system, unless otherwise agreed in writing between Client and Contractor. This shall be documented on a specific document or on the Invoice set forth on section 3. of this document.
11. The Contractor shall honor a one (1) year labor warranty on part(s) installed, repaired or replaced on any equipment originally not installed by the Contractor. This warranty is exclusive to the part(s) installed, repaired or replaced and does not apply to the HVAC system on which it/ they was/ were installed. If any other issues, unrelated to the part(s) installed by the Contractor arise within this Warranty Period, the Contractor shall determine adequate compensation for labor required for the Services procured by the Client, on a case-by-case basis.
12. The Contractor is not responsible for any warranties provided by the manufacturer of any systems or parts installed as set forth on the Agreement, and makes no guarantees, nor shall be liable for, whether or not the manufacturer will honor its warranty policies.
13. The Contractor makes no guaranties to Client regarding materials and/or equipment installed, and Contractor authorizes no third person or party to assume any guaranty obligation, warranty obligation or liability on the Contractor's behalf.
14. The only warranties applicable to the materials and/or equipment installed are those, if any, extended by the respective manufacturer that shall furnish to Client any and all applicable warranty documents. Contractor hereby assigns to Client, without recourse, any applicable warranties extended to Contractor. Such assignment shall constitute Contractor's sole obligation and Client's sole exclusive remedy from Contractor with regard to defective materials and/or equipment installed.
15. Any limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all representations made by Contractor, and all other obligations or liabilities respective of the Services provided at the Property. Contractor 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 Contractor be liable to Client 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 any warranty stated forth on these Terms and Conditions or on the Agreement entirely.

10. Design Conditions.

All equipment is designed according to the Manual J. standard design temperatures for Indiana (Cooling: 72°F indoor dry bulb temperature w/ 50% indoor relative humidity at 92°F outdoor dry bulb temperature. Heating: 74°F indoor dry bulb temperature w/ 50% indoor relative humidity at 23°F outdoor dry bulb temperature). Contractor 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 Client provides to Contractor upon initial consultation. The Contractor is not responsible for any problems incurred due to incorrect information provided by Client at the time of consultation and load calculation. If Client does not authorize Contractor to conduct its own testing to determine load calculations, all insulation

values, Contractor shall size the new HVAC system based on the size of the existing HVAC system. In such case, Contractor 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.

Contractor 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 Client 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 the Contractor workmanship, for as long as it has been agreed upon as set forth on the Agreement and these Terms and Conditions. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Client assumes all responsibility for any additional service charges that may be incurred.

12. Existing Refrigerant Line Set.

Contractor 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 Client in the event that the Contractor is unable to pull a 500 micron vacuum on an existing line set. Should Client reject Contractor's recommendation to replace an existing line set, Contractor's limited warranty is voided.

13. Existing Gas Pipe.

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

14. Paint, Patchwork, and Repairs.

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

15. Personal Property.

The project area shall be considered 10 feet in any direction from the HVAC system being worked on as set forth on the Agreement, and 5 feet in any direction of the pathway to the HVAC system being worked on as set forth on the Agreement. The Contractor is not responsible for damage to Client's personal property left in the project area, except for any permanent fixtures and structural property and characteristics that cannot be moved from the project area or pathway.

16. Existing Attic Access Stairs.

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

(a) the replacement or repair of attic steps or stairs that may be damaged or 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 and Hazardous materials.

Contractor 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 and any hazardous biological or non-biological materials and substances. The discovery and/or removal of any mold or any hazardous materials is excluded from the scope of the Contractor's work, and the Contractor reserves the right to stop work until such mold or hazardous materials or substances are removed.

18. Insurance and Waiver of Subrogation.

Client shall maintain property insurance upon the entire structure including all work to be performed pursuant to the Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Client and Contractor 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.

Client shall indemnify, defend, and hold harmless Contractor 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 the Contractor; and (b) any failure of the Client to comply with the requirements of the Agreement.

20. Risk of Loss.

Risk of loss shall pass to the Client upon delivery of materials and equipment to the Client's Property. Contractor shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Client's Property. Client shall assume all responsibility for any such loss and Client 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 the Client fails to perform any of Client's obligations herein or on the Agreement, or if the Contractor, in good faith, believes that the prospect of payment or performance to be impaired, Contractor may upon seven (7) days written notice to Client 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. Completion of work

(a) Work to be performed by the Contractor as set forth in the Agreement shall be considered complete when the Client signs off the Services Completed section of the Agreement.

(b) If, for any reason, payment is delayed to any other time other than immediately after the completion of work, any efforts, communication with Customer in any form, and travel costs to collect payment shall be considered an extension of work to be performed after service agreement is satisfied.

(c) The Agreement shall only be considered complete when Customer clears balance originally agreed upon, and any additional costs and interest accrued on late payment(s). Any written, recorded or photographic evidence, shall be used to set the date of effective completion of work for purposes of filing a lien against the property. This evidence shall include attempts from Customer to extend the clearing of balance based on inability to receive funds from third parties, such as, but not limited to, banking or financial entities, insurance companies or mortgage companies.

(d) If, for any reason, the Client refuses sign off the completed work section of the Agreement, the Contractor shall document the completion of work in writing and may use any photographic evidence, recorded phone calls and any form of written communication, as evidence to further corroborate that the Services as set forth on the Agreement are completed and that any outstanding payments by the Client to the Contractor are thither onwards due.

24. Collections.

If amounts owing under the Agreement are not paid within twenty-four hours of completion of work, the Client agrees to pay a late charge of three percent (3%) deferred interest on the original amount stated forth on the Agreement. Any outstanding balance thereafter, shall be subject to additional late charges of three per cent (3%) per calendar month or twenty-four per cent (24%) per annum of deferred interest on the original amount stated forth on the Agreement. Late charges shall be calculated from the date that payment was due.

At any point in time after completion of work as set forth on section 23. of these Terms and Conditions, the Contractor may take additional action within the boundaries of law towards collection of due amounts which may include, but not being limited to, filing court claims against Client and filing liens against property on which Services as set forth on the Agreement were provided. Should Contractor retain the assistance of a third party, including without limitation, an attorney, to assist with collection of unpaid amounts due and owing, Client agrees to pay Contractor's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

25. Entire Agreement.

These Terms and Conditions constitutes the entire Terms and Conditions for the provision of service by the Contractor to the Client. No agreements, representations, or warranties other than those specifically set forth herein, on the Service Agreement, or on the Invoice set forth in section 3 of the Service Agreement, shall be binding on any of the parties unless set forth in writing and signed by both parties.