



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, any other applicable codes, and any federal, state and 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 mentioned explicitly or implicitly in this document shall refer to, but are not limited to, any gas fired furnaces, electrical air handlers, heating strips, liquid propane fired furnaces, oil fired furnaces, 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 Work Orders 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 a personal business address in Schererville, IN 46375, and mailing address at P.O. Box 263, Schererville, IN 46375 and with the State of Indiana business license # 20211111541348. Any additional or different terms or conditions, in any form delivered by 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 without exception.

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 a paper copy of STAT HVAC LLC's Summarized General Service Agreement, a paper copy of STAT HVAC LLC's General Service Agreement, or the HouseCall Pro® digital mobile application Work Order 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. The 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. The Contractor assumes no responsibility for violation of zoning rules and laws.

4. Change Orders.

During the progress of the work under the Agreement, if the 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.

1. The Client agrees to provide access to premises where work is to be performed within 15 minutes from when the Services are scheduled to be performed. The Contractor shall decide, on a case-by-case basis, if this window is to be extended. The Services scheduling is maintained by the Contractor. Due to the nature of the services provided by the Contractor, a verbal confirmation between the parties shall be considered sufficient to consider the Service scheduled. The Contractor may provide further documentation of scheduling (i.e. text message and/ or email confirmation) at its sole discretion. The Client agrees that such documentation is not required for binding the parties to the schedule agreed upon. Further, the Client agrees that the Contractor is not required to contact the Client if access to the premises where the Services are to be completed, is not provided by the Client within the timeframe put forth above.

2. Failure to provide access to premises where the Services are to be completed, shall incur a labor charge equal to the applicable service call rate at the time when the Services are scheduled to be performed. This shall be applicable and enforceable, solely at the Contractor's discretion, within the boundaries of law and these Terms and Conditions.

3. For Clients with maintenance service agreement(s), if the Client fails to provide access to the system under contract, the provisions stated in 5.2. shall not apply. Instead, the Client agrees that failure to provide access shall result in the visit being deemed completed by both parties, notwithstanding the fact that maintenance work could not be carried out.

4. 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 the Contractor be unable to obtain any material(s) specified in the Agreement or any Change Order, the 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.

The 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 the Client's property pursuant to the Agreement. Client shall not, in any instance, interfere with Contractor's work forces or Contractor's subcontractors.

The Contractor shall not be deemed responsible for a Client's personal injury of any kind, death or loss of use relating to a Client's interference with the work in progress. The Contractor requires that the Client and affiliates remain at least 10 feet away from any work area, regardless of whether work is being carried out or not, until the job is deemed completed by the Contractor.

9. Limited Warranty.

Limited warranties provided with the Services shall be bound as described in this section.

1. The Contractor shall provide the Client with a limited warranty on the materials (except parts or whole mechanical systems, for which the specific manufacturer shall be solely responsible for honoring the limited warranty provided with the parts or systems 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.
2. Product and labor warranties provided in the Agreement are subject to the relevant provisions of the Services agreed upon, as described on the relevant Work Order or Invoice. 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 relevant Work Order or Invoice and only as applicable as disclosed on the Contractor's Terms and Conditions. The full extent of any applicable warranties, are described and are limited to the description of this section 9. of the Contractor's Terms and Conditions.
3. Parts and labor warranty shall vary depending on specific mechanical system installed as part of the relevant Work Order or Invoice. Unless otherwise stated in those documents and the specific manufacturer's relevant documentation, parts and labor warranty shall be bound in accordance with this section 9. of these Terms and Conditions, as follows.
 - i) Mechanical system installations shall be considered as follows:
 - (1) Single unit installations
 - (a) 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 and boiler systems with or without storage tank.
 - (b) Ducane® single unit installations are furnished with 5 years of labor warranty provided by the Contractor, exclusively on work performed by the contractor, from date of installation.
 - (c) Armstrong Air® single unit installations are furnished with 12 years of labor warranty provided by the Contractor, exclusively on work performed by the

contractor, from date of installation.

(2) Full system unit installations

- (a) Full system installations shall refer exclusively to any measure of any brand of:
 - (i) one gas or liquid propane fired furnace with one air conditioning systems comprised of condenser system and matching evaporator coil combination;
 - (ii) one gas or liquid propane fired furnace with one air conditioning systems comprised of heat pump system and matching evaporator coil combination;
 - (iii) one air handler with or without electric heating strips with one air conditioning systems comprised of condenser system and matching evaporator coil combination;
 - (iv) one air handler with or without electric heating strips with one air conditioning systems comprised of heat pump system and matching evaporator coil combination;
 - (v) air conditioning systems comprised of condenser system and matching evaporator coil combination;
 - (vi) heat pump systems comprised of outdoor heat pump system and matching evaporator coil combination;
 - (vii) mini-split heat pump systems.

ii) Parts warranty:

- (1) 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:

- (a) 10 years limited parts warranty on Furnace system for Ducane®, 12 years limited parts warranty for Armstrong Air®, and 10 years limited parts warranty for Carrier Global Corporation®, and any of its brands, from date of installation (manufacturers' Terms and Conditions apply);
 - (i) Note that Armstrong Air® systems may be furnished with 12 years parts warranty from Armstrong Air ®, but exclusively if described as such on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply);
- (b) Limited Lifetime warranty on furnace heat exchanger for Ducane® or Armstrong Air® furnace systems (manufacturers' Terms and Conditions apply);
- (c) 20 years limited warranty on furnace heat exchanger for Carrier Global Corporation®, and any of its brands, furnace systems, except for Carrier® brand 90% AFUE+ models which come furnished with a limited lifetime warranty (manufacturers' Terms and Conditions apply);

- (2) Air Handlers (with or without electric heating strips) system, whether new construction installations or replacements:

- (a) 10 years limited parts warranty on Air Handler system for Ducane®, 12 years limited parts warranty for Armstrong Air®, and 10 years limited parts warranty for Carrier Global Corporation®, and any of its brands, from date of installation (manufacturers' Terms and Conditions apply);

- (3) Evaporator coils installations and replacements:

- (a) 10 years limited parts warranty on Evaporator coil, from date of installation (manufacturers' Terms and Conditions apply);
 - (i) Note that Armstrong Air® systems may be furnished with 12 years parts warranty from Armstrong Air ®, but exclusively if described as such on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply);

- (4) Air conditioning condenser system installations and replacements:

- (a) 10 years limited parts warranty on air conditioning system for Ducane®, 12 years limited parts warranty for Armstrong Air®, and 10 years limited parts warranty for Carrier Global Corporation®, and any of its brands, from date of installation (manufacturers' Terms and Conditions apply);

- (i) Note that Armstrong Air® systems may be furnished with 12 years parts warranty from Armstrong Air ®, but exclusively if described as such on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply);
- (5) Air source heat pump system installations and replacements:
 - (a) 10 years limited parts warranty on air source heat pump system for Ducane®, 12 years limited parts warranty for Armstrong Air®, and 10 years limited parts warranty for Carrier Global Corporation®, and any of its brands, from date of installation (manufacturers' Terms and Conditions apply);
 - (i) Note that Armstrong Air® systems may be furnished with 12 years parts warranty from Armstrong Air ®, but exclusively if described as such on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply);
- (6) Richmond®, Rheem®, Rinnai® or Bradford White® water heater system installations:
 - (a) Limited parts warranty as specified on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply);
- (7) Any other HVAC system and auxiliary system installations not specified above:
 - (a) Limited parts warranty as specified on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply);
- (8) Parts warranty on low voltage controls and Indoor Air Quality Equipment:
 - (a) Unless otherwise stated on Invoice set forth on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply), 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);
 - (b) Unless otherwise stated on the appropriate section of the relevant Work Order or Invoice (manufacturer's Terms and Conditions apply), 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;
- iii) Labor Warranty to be honored by the Contractor:
 - (1) Labor warranty refers exclusively to workmanship related to the installation Services as described on the appropriate section of the relevant Work Order or Invoice. All issues exclusively directly relating to 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 workmanship required for installation of parts or systems as described on the appropriate section of the relevant Work Order or Invoice, exclusively at Contractor's discretion and on a case-by-case basis.
 - (a) 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, unless otherwise stated on the appropriate section of the relevant Work Order or Invoice;
 - (b) System installations Armstrong Air®, are furnished with 12 years of labor warranty on work performed by the contractor, from date of installation, unless otherwise stated on the appropriate section of the relevant Work Order or Invoice;
 - (2) Warranty on parts repairs and servicing of HVAC systems and equipment not originally installed by the Contractor:
 - (a) Unless otherwise stated on the appropriate section of the relevant Work Order or Invoice, 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.

4. Any warranties described in these Terms and Conditions, are overruled by specific warranty disclaimers on the appropriate section of the relevant Work Order or Invoice.
5. Any warranties described in these Terms and Conditions or on the appropriate section of the relevant Work Order or Invoice are exclusive and specific to the Services provided and are non-transferable to any other property or a new owner of the property on which Services of installation or repair of HVAC systems were provided, unless otherwise agreed to in writing between the Contractor and the Client on the appropriate section of the relevant Work Order or Invoice.
6. Any warranties described in this agreement, are overruled by specific warranty disclaimers on the appropriate section of the relevant Work Order or Invoice.
7. The warranties expressly set forth in this document 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 the appropriate section of the relevant Work Order or Invoice. The Contractor does not warrant that the Services and equipment installed are error and issues free, or that they will operate without interruption.
8. Approval of Repairs and Warranty
 - i) All replacement parts and repairs must be approved in writing by the Contractor before any work is performed; failure to do so will incur, without exception, on voiding any warranties provided with the original Agreement. 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 in this document and/ or on the appropriate section of the relevant Work Order or Invoice, 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 these Terms and Conditions are broken by the Client, solely at the Contractor's discretion.
 - iv) Unauthorized repairs or attempted repairs shall void any warranty stated forth on these Terms and Conditions or on the Agreement entirely.
9. 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. The 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
10. The Contractor shall not be liable for warranty repairs during the Warranty Period if for any reason or motive, maintenance was not performed by the Contractor on the HVAC system provided as part of the Agreement within one calendar year of completion of the work described in the Agreement, and subsequently, annually.
11. 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.
12. No Warranty as on this document or as set forth on the Agreement is transferable to a new owner of the property on which the Service was provided unless otherwise agreed in writing between Client and Contractor. This shall be documented on a specific document or on the appropriate section of the relevant Work Order or Invoice.

13. Any complimentary maintenance agreement or vouchers 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.
14. 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, in any instance, whether or not the manufacturer will honor its warranty policies.
15. The Contractor makes no guarantees to Client regarding materials and/or equipment installed.
16. The Contractor authorizes no third person or party to assume any guarantee obligation, warranty obligation or liability on the Contractor's behalf, unless documented and agreed upon in writing, by the Contractor.
17. 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 the Client, without recourse, any applicable parts' warranties extended to Contractor. Such assignment shall constitute the Contractor's sole obligation and Client's sole exclusive remedy with regard to defective materials and/or equipment installed.
18. 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 the Contractor be liable to the Client for loss of time, loss of use, inconvenience, or any other incidental or consequential damages that may arise from this Agreement.

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 Client agrees that this information does not have to be documented in writing, unless deemed required by the Contractor. 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 request or 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 oversizing of HVAC system (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.

The Contractor is not responsible for the performance, functionality, or compatibility of existing equipment (such as, but not limited to, humidifiers, thermostats, dehumidifiers) , 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 shall 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.

The 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 and hold a 500 micron vacuum on an existing line set. Should Client reject Contractor's recommendation to replace an existing line set, Contractor's labor warranty is voided.

13. Existing Gas Pipe.

The Contractor is not responsible for the condition of any existing combustible gas or liquid piping. The Client is responsible for any additional costs incurred if pressure testing is required to identify leaks and any 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. This includes, but is not limited to, within reasonable ponderance, scuffing and damage of walls, floors, doors, windows, furniture and paint, chipping of paint, cracking of walls, floors and ceilings. It is the Clients right to put forward an insurance claim to the Contractor's insurer, for any .

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 and pathway area, except for any permanent fixtures and structural property and characteristics that cannot be moved from the project area or pathway, within the provisions stated in section 14 of these Terms and Conditions.

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. The Contractor is not responsible for

1. 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
2. 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 in all instances, 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 insure 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 the 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 a 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 paper copy of the Agreement or the digital HouseCall Pro app job page completion section .

(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, and subject to be reasonably charged by the Contractor.

(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 the Client to extend the payment due date 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 to 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 the 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 the Contractor retain the assistance of a third party, including without limitation, an attorney, to assist with collection of unpaid amounts due and owing, the Client agrees to pay Contractor's costs associated

therewith including without limitation reasonable attorneys' fees, court costs, time and labor costs, and interest at the maximum legal rate.

25. Entire Agreement.

These Terms and Conditions constitute the entire Terms and Conditions for the provision of Services 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 relevant Work Order or Invoice, shall be binding on any of the parties unless set forth in writing and signed by both parties.