

Terms and Conditions

I. RECURRING MESSAGE TERMS & CONDITIONS

By opting in to receive SMS messages from Joe Cool Rav [also known as Joe Cool Refrigeration, LLC] (“we,” “us,” “our”), you agree to these Terms and Conditions (Terms).

SMS Messaging Service

By providing my phone number, I consent to receive SMS text messages from Joe Cool Refrigeration, LLC for appointment reminders, marketing messages, and general two-way communication about services provided. Message and Data Rates may apply.

Message Frequency

You will get more than one message from us unless you opt-out, and while messaging frequency varies, you will likely receive [up to 4 messages per month]. Joe Cool Refrigeration, LLC reserves the right to alter the frequency of messages at any time to increase or decrease the total number of messages. Joe Cool Refrigeration, LLC and carriers are not liable for delays or undelivered messages.

Message and Data Rates

Message and data rates may apply based on your mobile carrier’s terms.

Privacy Policy

Your information will be handled in accordance with our Privacy Policy found at joecoolrav.com/privacy-policy

Cancellation/Opt-Out Instructions

You can opt out of receiving SMS messages at any time by replying STOP to any message we send you. After you opt out of text messaging, you will receive one additional message confirming your request has been processed.

Help/Customer Support

Text the word HELP for support. You may also contact us directly at info@joecoolrav.com, or call us directly at (772)212-7522.

By providing your phone number, you agree to receive SMS messages from Joe Cool Refrigeration. Message types may include customer care messages, account notification messages, and promotional discounts, flash sales, or advertisements. Message frequency may vary. On average, 1-4 messages per month. Message and data rates may apply. To opt out, reply STOP to any message. For help, reply HELP to any message.

Liability

We are not responsible for any charges, errors, or delays in SMS delivery or undelivered messages caused by your carrier or third-party service providers.

II. SERVICE TERMS AND CONDITIONS

PAYMENT TERMS: The entire invoice is due upon completion of described work. Any payment not received within 30 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid. If applicable, sales tax is included in the price. If Customer contends that any invoice is incorrect, Customer must so notify Seller within seven (7) days after receipt of the invoice. If Customer does not so notify Seller, (1) Customer forever waives the right to dispute the accuracy of the invoice and (2) Seller's rights in and to payment shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason, including, without limitation, any past, present or future claims which Customer may have against Seller.

COLLECTION COSTS: Customer agrees to pay all expenses incurred by Seller for the collection of any delinquent accounts including, but not limited to, attorney's fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws on the state in which the work was performed.

PURCHASE MONEY SECURITY INTEREST IN CONSUMER GOODS: In order to secure the payment of the purchase price for the fixtures, personal property, equipment, goods and services provided by Seller to Customer, together with all additions and accessions thereto and substitutions and replacements for and products and proceeds of any of the foregoing property (collectively, the "Collateral"), Customer hereby grants to Seller a security interest (the "Security Interest") in and to the Collateral. Customer agrees that the Security Interest is automatically perfected under state law and also authorizes Seller to file a financing statement in accordance with the Uniform Commercial Code in connection with the Collateral. Customer represents that the Collateral is used or being bought primarily for personal and household use and constitutes consumer goods. Customer acknowledges that the Security Interest is a purchase money security interest. If Customer fails to timely pay Seller, Customer consents and acknowledges that Seller may exercise, in addition to the rights and remedies contained herein, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

CHANGES TO THE WORK: If any governmental authority or Customer shall request, require or make necessary any changes to the fixtures, personal property, equipment, goods and services provided by Seller as originally installed, Customer agrees to pay for such changes and immediately notify Seller of such changes. All such changes, of any kind, shall be subject to the security interest granted herein by Customer to Seller. Customer also agrees to obtain and pay any city, state or federal taxes, fees or permit charges now in force or hereinafter relating to the fixtures, personal property, equipment, goods and services provided by Seller.

WARRANTIES, AND LIMITATIONS ON WARRANTIES: Seller warrants that all work performed and all parts and equipment which were installed in the servicing of the heating and air conditioning unit(s)

were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period of 365 days from date said work was performed or manufacturer's warranties, whichever is longer. Seller's obligation for defective products and or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Seller's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditioned upon Seller receiving actual written notice of said defect within the 365 day period noted herein.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM SELLER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

LIMITATION OF LIABILITY: Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the fixtures, personal property, equipment, goods and services provided by Seller, if, notwithstanding the above provisions, there should arise any liability on the part of Seller, such liability shall be limited to \$250.00. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.

RESTRICTION OF THE PERIOD FOR LEGAL ACTION BY CUSTOMER: Any legal action by Customer relating to this Agreement or the work performed by Seller must be commenced within one (1) year from the date of the work or shall be forever waived.

ACCEPTANCE OF GOODS: Customer shall be deemed to have accepted all delivered goods, which Customer has not rejected within three (3) days of receipt.

ALTERATIONS: Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by this Seller, will automatically void any warranty made by Seller in connection with the fixtures, personal property, equipment, goods and services provided by Seller.

EXCLUSION OF COURSE OF DEALING: It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify or contradict this contract in any way.

III. MAINTENANCE TERMS & CONDITIONS

Joe Cool Refrigeration, LLC will render prompt and efficient service hereunder, but it is expressly agreed that Joe Cool Refrigeration, LLC shall in no event be liable for damage or loss caused by delay or any loss arising out of the performance of this agreement. No service will be rendered under this agreement if the customer has a past due account. Contract expires each year. Maintenance must be performed within agreement year.