

This proposal may be withdrawn by Sterling Air at any time prior to receipt of notice of acceptance by Sterling Air's Customer. Price and Payment Prices quoted by Sterling Air are good for 30 days only. Customer agrees to pay all invoices rendered by Sterling Air for work performed on behalf of Customer. Payment in full is due from Customer upon completion of the work in all cases is considered an independent contractor under the scope of this HVAC contract. Client agrees to provide Sterling Air technicians with sufficient access to the property where services are being performed on the date that work is scheduled.

**Contract Acceptance:** Your deposit is acceptance to the terms of this contract. Sterling Air and Client agree to enter into this HVAC contract with one another, to act in good faith in dealings with one another, and to uphold the terms of this contract in its entirety.}, to be paid by invoice due date. Customer agrees to pay interest at a rate of 1% per month and a penalty of 1% per month for any overdue payment and to pay Sterling Air's reasonable attorneys' fees for collection of unpaid balances, Sterling Air may remove without prior notice material stored at job.

**Personal liability:** The individual/person accepting the quote for work and by submitting deposit for work agrees to be PERSONALLY LIABLE for all monies due to Sterling Air despite the existence of any corporate entity or other potential limitation; and Customer agrees that any affiliate now or hereafter existing shall be liable jointly and severally with Customer for amounts due under this Agreement, including any interest, penalties, or attorneys' fees assessed for non-payment.

**Title to Equipment:** Sterling Air shall have a security interest in the equipment, parts, materials installed for customers until payment in full is received by Sterling Air. Customer also grants Sterling Air an unhindered right of entry onto the premises at which the work is being performed to remove all materials or supplies placed by Sterling Air.

**Security:** Customer consents to and acknowledges Sterling Air has a security interest in any equipment provided and/or installed by Sterling Air. Purchaser acknowledges that it has made the choice as to equipment size and specification and that Sterling Air has followed those instructions. Failure to make full payment for changes in the scope shall be cause for termination.

**Insurance:** Sterling Air shall purchase and maintain general liability insurance to cover all personal injury or damage to tangible property in an amount of not less than \$100,000. A certificate of liability insurance can be provided upon request.

**Warranty:** All materials, parts, and equipment are only warranted by the manufacturers or suppliers as provided for by manufacturers or suppliers in writing. All warranty periods begin at the time of installation. Owner responsible to register warranty (visit manufacturers web site for instructions). Labor warranty is provided by Sterling Air for one year from date of installation. NOTE: AC manufacturers require regular maintenance by a licensed, professional technician to validate the warranty within the first year after installation. Failure to do so could invalidate your warranty. For complete details regarding your specific warranty go to the manufacturer's web site. Repairs, alterations or changes, of any kind to any part of the HVAC system including the condenser, AHU, or thermostat made by any person, company, or entity other than Sterling Air will void Sterling Air's labor warranty. Sterling Air is not responsible for loss or damage due to service by another company or individual, power loss, water, acts of God, or any other situation not in Sterling Air's control.

**Termination:** Sterling Air shall have the right to terminate this Agreement for cause; cause shall include, but not be limited to, non-payment or any other breach of these Terms and Conditions. In the event of termination of the Agreement, Sterling Air shall be entitled to the value of all services provided or incurred, including but not limited to design, installation, handling charges, and administrative and collection costs and expenses.