

## Terms and Conditions

**1. Scope of Terms and Conditions.** The Terms and Conditions of service projects are limited to those contained herein. By engaging High-Tech Heating & Cooling 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 engaging Seller to perform or procure any services.

**2. Payment Terms.** Customer shall pay Seller according to the terms contained in the Installation Estimate. Final payment shall be due after the work described in the Installation Estimate is substantially completed.

**3. 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. All change orders shall be in writing and signed by both the Customer and the Seller. Customer agrees that any code violations discovered during or after installation, that existed prior to the installation, will be corrected at the Customer's expense.

**4. Work Schedule.** Work shall be completed within a reasonable time. Seller also agrees to remove all job-related debris and leave the premises broom clean. Seller warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of Seller and its employees. 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.

**5. Limited Warranty.** Seller shall provide Customer with a limited warranty on service and labor for the duration set forth in the Installation Agreement, beginning on the date of completion of services against defects in the quality of workmanship ("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. 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. 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.

**6. 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.

**7. 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.

**8. 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 one and a half percent (1.5%) per month or eighteen percent (18%) per annum on the unpaid amount calculated from the date payment was due. 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.

**9. 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.