

ADDITIONAL TERMS AND CONDITIONS:

100% SATISFACTION GUARANTEED

We agree to accept both personal and company responsibility for your 100% complete Satisfaction with the materials and the work provided by us and paid for by you.

EQUIPMENT: The annual investment to be paid by Customer under this Agreement is based upon the Maintenance of the Equipment and Accessories listed on the face of this Agreement as a complete heating and/or air conditioning system. Customer may not delete Equipment or Accessories from the annual Maintenance provided hereunder. In the event additional equipment is added to Customer's heating and/or air conditioning system, the same will be covered at an increase of the annual charge.

CUSTOMER'S RIGHT TO CANCEL: Customer may cancel this Agreement by mailing a written notice of cancellation to company. In the event of cancellation by Customer, Customer shall receive a pro-rated refund of the payments made by Customer for the current term of this Agreement.

COMPANY'S RIGHT TO CANCEL: Company reserves the right to immediately terminate this Agreement in the event: (1) heating and/or air conditioning equipment or accessories are installed in Customer's home by a company other than Company (2) Customer has any part of the heating and/or air conditioning system serviced by a company other than Company, or (3) Customer fails to fulfill the payment terms contained on the face side of this Agreement.

WARRANTIES & LIMITATIONS ON WARRANTIES: Company warrants that all work performed hereunder will be completed in a workmanlike manner and said work shall be free from defects in workmanship for a period of one year from the said date work was performed. Only the manufacturer's warranty is provided on any parts or materials provided in connection with the work. Company's obligation for defective products and/or workmanship or any damage caused thereby, and Buyer's exclusive remedy, shall be limited to the replacement of any defective parts or workmanship and shall be conditioned upon Company receiving actual written notice of said defects within a warranty period(s) applicable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SERVICE WITHIN 24-HOURS: Company agrees that it shall respond to service with 24-Hours of the service call and, if it fails to do so, shall waive the diagnostic fee normally charged for such service call.

TRANSFERABILITY: This Agreement is transferable to the subsequent owner of the home in which the Equipment and Accessories are located, provided that Company receives written notification of the sale of the property within sixty (60) days of transfer.

ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties and supersedes all other agreements either written or oral concerning the subject of this Agreement.

DATE _____ CUSTOMER SIGNATURE _____
DATE _____ COMPANY SIGNATURE _____
SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS