

TERMS AND CONDITIONS

- It is mutually agreed that this policy covers only electrically operated units inside the equipment and does not cover electrical or plumbing work beyond the units or work required due to the negligence or misuse of the equipment or because of fire, flood, acts of God, sabotage of gas or water supply or damage caused by freezing or circumstances beyond our control.
- Coastal Heating & Air Conditioning Co. Inc. reserves the right to reject any policy if an inspection by our service technician finds the equipment is in such condition that service will be unsatisfactorily to both parties. The equipment must be brought up to industry standards at the customer's expense before acceptance of policy at the time of the first maintenance check.
- Coastal Heating & Air Conditioning Co. Inc., shall not be responsible for system design or performance in maintaining design conditions.
- All service will be performed during the working hours Monday - Friday 8:00 AM - 4:30 PM. All maintenance checks will be scheduled during normal working hours.
- Any scheduled maintenance visit that results in Coastal Heating & Air Conditioning Co. Inc., not being able to complete the call will be assessed a missed appointment charge.
- It shall be the discretion of Coastal Heating & Air Conditioning Co. Inc., to repair or replace defective material and parts. In the event any or all of the equipment is not, in our opinion, economically repairable, Coastal Heating & Air Conditioning Co. Inc., will quote the replacement cost. Until replacement has taken place, no further service will be performed.
- The customer can not assign or transfer this agreement without the prior written consent of Coastal Heating & Air Conditioning Co. Inc.,
- Any changes, adjustments or repairs made by others, unless authorized or approved by Coastal Heating & Air Conditioning Co. Inc., in writing, shall terminate Coastal Heating & Air Conditioning Co. Inc., obligation hereunder.
- Coastal Heating & Air Conditioning Co. Inc.. will not be required to furnish, with out extra cost, any items of material, labor or equipment which are recommended or required by local code regulations, insurance companies, Government, State, Municipal or other authorities.
- Unnecessary nuisance calls beyond the scope of this contract will be charged and paid for by the purchaser at the prevailing service rates. Example: Fuses, Dirty Filters, Disconnects, Manual Reset Switches, Improper Thermostat settings, etc.
- Coastal Heating & Air Conditioning Co. Inc.. will endeavor to render prompt and efficient service hereunder, but it is expressly agreed that Coastal Heating & Air Conditioning Co. Inc.. shall in no event be liable for damage or loss caused by delay or any loss arising out of performance of this agreement.
- Labor for duct work, heat exchangers, electrical or plumbing work outside of the equipment cabinet, balancing of airflow, or any other work required because of negligence, misuse, and or lack of maintenance of the equipment is not covered by this policy.
- Refinish or repair of the exterior of the air conditioner, furnace, or air handler is not covered by this policy.
- After normal working hours emergency service is available at additional cost at our prevailing after hours rates.
- Service Plans do not cover service or repairs of any kind of underground piping systems.
- Replacement of refrigerant lines is not covered under any service plan.
- Condenser coil cleanings will be done during the spring air conditioning maintenance visit only. The customer must have pressurized water available at that time and within 100' hose run length of the outdoor equipment. Return visits to clean condenser coils after the spring maintenance visit, more than 1 time per year, or situations that require more than 100' of water hose to reach the outdoor equipment will be done at additional cost.
- Forced air oil furnaces or hot water heating system boilers are not covered by any service policy.
- Replacement, repair, leak detection of refrigerant lines, or any electrical wiring that are inaccessible, enclosed within ceilings, floors, walls, underground etc. are not covered by any service policy.

LABOR WARRANTY: Repair workmanship is guaranteed for ninety (90) days from date of repair. We do not provide a labor guarantee on parts other than those we install.

WATER DAMAGE

Customer holds Coastal Heating & Air Conditioning Co. Inc. harmless and Coastal Heating & Air Conditioning Co. Inc., assumes no responsibility for any damages whatsoever caused by water flow or flooding or substances due to overflow or obstruction of any drain or otherwise. Customer understands that if the equipment requires the use of water either re-circulated or otherwise, the water thus used may be or may become contaminated or cause corrosion. Accordingly, Coastal Heating & Air Conditioning Co. Inc., hereby assumes no liabilities for either the quality or condition of the once used water or for any damage that it may cause to the equipment or surroundings.

ENVIRONMENT

In the case of refrigerant leak repairs, our parts and labor warranty is subject to the following clarifications:

- a. You are strongly urged to let the technician show you the location of the leak prior to and after the repair. If this is not possible due to an inconvenient location, be sure the technician accurately describes the leak location on his service ticket. Our warranty is for the specific leak repaired.
- b. Unfortunately, many times there can be more than one leak in a system. We may only locate one and complete an effective repair only to be called out again later and find another one. Our warranty on the previous leak repair would not cover the new one. However, if within 90 days of the first leak location, we will provide a no charge diagnostic and leak search. You will then only pay for the repair of the leak, just as you would have done if we had located it on the first trip.

COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES: The customer acknowledges and agrees; that Coastal Heating & Air Conditioning Co, Inc. has made no representations or warranties, express or implied, as to the condition of the equipment, its merchantability or its fitness for any particular purpose, nor has customer relied on any representations or warranties, customer further acknowledges and agrees, that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the face of the agreement hereof customer further acknowledges and agrees, that customer has read and understands all of this agreement.

LIMITATIONS OF LIABILITY: Coastal Heating & Air Conditioning Co, Inc. is not an insurer. Customer understands and agrees that if company should be found liable for loss or damage due from: (1) failure of . Coastal Heating & Air Conditioning Co, Inc to perform any of the obligations herein, including but not limited to initial connections, inspections, tests, or maintenances services; (2) company's negligence's; or (3) the failure of the services or equipment in any respect whatsoever, Coastal Heating & Air Conditioning Co, Inc., liability shall be limited to the annual maintenance fee and this liability shall be exclusive and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this agreement, or from negligence, active or otherwise, of Coastal Heating & Air Conditioning Co, Inc., its agents, servants, assigns or employees.

RENEWAL, CANCELLATION AND TRANSFER: This agreement shall be for the term of 1 year and shall be automatically renewed for additional periods of the same duration unless either party notifies in writing of its intention to renew for a different term or to terminate this agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof, Coastal Heating & Air Conditioning Co, Inc. may increase the annual maintenance fee for any renewal period.

ATTORNEY'S FEES: In the event any action or arbitration is instituted by a party hereto to enforce any of the terms or provisions hereof, the prevailing party in such action arbitration shall be entitled to such a reasonable attorneys fees, costs and expenses (including the cost of the arbitrator) as may be fixed by the court or arbitrator.

LOSS: Coastal Heating & Air Conditioning Co, Inc., shall not be responsible to purchaser for any insured loss. During the term of this agreement, we will take all reasonable precautions to avoid injury to person and damage to property while on premises, but shall not be liable for any special or consequential damages.

MODIFICATIONS: This agreement shall not be modified or amended except by instrument in writing signed by or on behalf of all parties.

This agreement shall be null and void if any equipment covered herein has been subject to Acts of God or conditions beyond the control of Coastal Heating & Air Conditioning Co, Inc., including but not limited to accidents, fire, misuse, improper adjustments, modifications, alterations, tampering, disconnection, vandalism, electrical voltage surges or brownouts, or failure to properly maintain or operate the equipment.