



TERMS AND CONDITIONS

These terms and conditions are part of the installation agreement between Act Heating and Cooling (Seller), and any residential installation "customer" with whom ACT Heating and Cooling agrees to perform work. The terms begin the first day of installation and expire one year to the date. These Terms and Conditions constitute a binding contract between Customer and Seller. Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or engaging Seller to perform or procure any services verbal, written or otherwise. These Terms and Conditions are subject to change, if materials are otherwise unavailable with acknowledgement by both parties, except that when changes are due to unforeseen needs required to complete installation.

1. Payment Terms. Customer shall pay Seller according to the terms contained in the Installation Proposal. If not posted, the terms shall go as followed:

1. Cash or check payments to be made as 50% deposit prior to scheduling installation and balance paid immediately after completion.
2. Credit card payments must be paid in full prior to scheduling of installation with an additional 4% processing fee.
3. FTL Financing payments may require a refundable deposit. Based on the discretion of Seller and may only be check or cash.

2. Zoning and Permits. Customer agrees to timely furnish all information necessary to secure permits for the work called for under this Agreement, in addition to being available to schedule inspection thereafter. All fails or reschedules due to Customer errors will be at the cost of the customer and not that of ACT Heating and Cooling. Seller assumes no responsibility for violation of zoning rules/laws or scheduling conflicts with the county inspectors.

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.

4. Work Schedule. Work shall be completed within a reasonable time. During normal business hours M-F 8am-4pm. 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. Substitutions. Should Seller be unable to obtain any material(s) specified in the Agreement or any Change Order, Seller shall have the right at its sole discretion to substitute comparable materials and such substitution shall not affect the Contract Price.

6. Excess Materials. Extra materials left over upon completion shall be deemed Seller's property, and Seller may enter upon the Property's premises to remove excess material(s) at all

reasonable hours. _

7. Supervision Responsibility. Seller shall supervise and direct the work at Customer's Property, using reasonable skill and attention. Seller shall be solely responsible for the construction means, methods, technique, sequences, and procedures for all work performed at Customer's Property pursuant to this Agreement. Customer shall not interfere with Seller's work forces or Seller's subcontractors.

8. Limited Warranty. Seller shall provide Customer with a 1 year labor warranty on service and labor beginning on the date of completion of services against defects in the quality of workmanship and/or materials only ("Warranty Period"). During normal business hours M-F 8am-4pm as availability allows.

Seller is not liable during or after 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) loss, injury or damages caused in any way by the weather elements;
- (d) Any maintenance related issues such as 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
- (e) Refrigerant loss for any reason after original installation

Seller does not warranty equipment and/or materials installed. 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.

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.

9. Manufacturer Warranty. Please see your manufacturer warranty for details on parts and equipment coverage. ACT Heating and Cooling will register all of your equipment to guarantee the best coverage possible. Please note that manufacturer warranty does not cover service call fees or any refrigerant during any portion of the warranty period. Also note that regular maintenance by a certified technician must be done at a minimum of 1 time per year in order to keep warranty valid. All manufacturers have the right to decline warranty parts if proof of maintenance is not available.

10. Design Conditions. All equipment is designed according to the Manual J. standard design temperatures for Florida Seller is not responsible for cooling/heating beyond the Manual J. standard design temperatures, high humidity levels, system reaching dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural tightness, ductwork conditions, home infiltration, leakage of ductwork, building materials and any other factor in the load calculation will be determined by the information the Customer provides to Seller upon initial consultation, Seller is not responsible for any problems incurred due to incorrect information provided by Customer at the time of consultation and load calculation. If Customer does not authorize Seller to conduct its own testing to determine load

calculations, all insulation values, Seller shall size the new HVAC system based on the size of the existing HVAC system. In such case, Seller shall not be responsible for problems caused by over sizing (including without limitation short cycling, humidity control, and mold growth) or under sizing (including without limitation inability to heat or cool within the Manual J. standard design temperatures).

11. 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.

12. Existing Line Set. Seller is not responsible for any problems with heating or cooling due to the existing line set, which may require repair and replacement for an additional cost to the Customer in the event Seller is unable to pull a 500 micron vacuum on an existing line set. Should Customer reject Seller's recommendation to replace an existing line set, Seller's limited warranty is voided.

13. Existing Gas Pipe. Seller is not responsible for the condition of any existing gas pipe that is not readily accessible. Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

14. Paint, Patchwork, and Repairs. Seller is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work. Unless stated on your proposal.

15. Personal Property. Seller is not responsible for damage to Customer's personal property left in or near the project area.

16. Existing Attic Access Stairs. In the event Customer's existing stairs cannot be safely utilized for the removal and installation of equipment, an alternate method or access may be required. Seller is not responsible for (a) the replacement or repair of attic steps or stairs that must be removed to complete removal or installation work; and/or (b) any property damage resulting from the removal of the attic steps or stairs.

17. Mold. Seller shall not be responsible for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold. The discovery and/or removal of any mold or any hazardous materials is excluded from the scope of Seller's work, and Seller reserves the right to stop work until such mold or hazardous materials are removed.

18. Insurance and Waiver of Subrogation. Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Seller waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto

19. 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.

20. Risk of Loss. Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Seller shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. Customer shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against such loss.

21. Performance. If Customer fails to perform any of Customer's obligations herein or if Seller, in good faith, believes that the prospect of payment or performance to be impaired, Seller may upon seven (7) days written notice to Customer terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

22. Collections. If amounts owing under this Agreement are not paid within thirty (3) days, Customer agrees to pay a late charge on any outstanding balance at two per cent (2%) per month. Customer will be deemed to have accepted Seller's performance as complete under this Agreement unless Customer notified Seller in writing otherwise within thirty (3) days of substantial completion. 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.

23. 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.

Owner (Customer) signature: _____ Date: _____



Jonathan Anderson