

## TERMS & CONDITIONS

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof.

### Terms of All Service Work We Perform

All 'additional charges' do not cover unforeseen parts and labor, which may be needed after the work discussed begins. You agree and understand that we are not always 100% positive that the work outlined on our invoice will remedy the problem or that this is the only problem with your system. Customer understands and agrees that if the work outlined on our invoice does not completely cure the problem, no refunds are allowed and additional costs will apply. Any additional work needed not listed and specifically stated on our invoice will be provided at additional costs to you.

Due to the nature of this type of work, unintended damage may occur. You understand and agree that ICS shall not be liable for incidental or consequential damages resulting from the performance of the work. Incidental and consequential damages include but are not limited to such things as: *damage to ceilings, carpet, rugs, driveways, landscape, ladders, walls and furnishings*. You will take necessary precautions, as you see fit, to protect your property from any damage by ICS. ICS is a professional service company that always takes the greatest care and caution to prevent such damages, however there are unforeseen circumstances at times. You agree to indemnify ICS from third party claims.

Customer agrees that all sales are final and no refunds are allowed. All payments are Net 30 Days and all due dates are explicitly written on all invoices. A service charge of 2% a month will be added to all overdue invoices.

Customer agrees that we may not be liable for pre-existing warranty items. Like billing for medical expenses to an insurance company, manufacturers do not like to pay for warranty work. Manufacturers may require us to return a part in a certain condition at our expense and then argue as to whether or not the part is covered under warranty. We, who are then out the money to return the part, are simply at their mercy. And, even if they agree to pay us, it may be a very long time before we receive the payment. Our staff may spend a lot of time calling, sending emails and following up to get a small refund. Manufacturers, like insurance companies, do not like paying claims. Since these warranty claims are often small, they know they can outlast us. You agree that any "manufacturer warranty" credit may be kept by us.

This is the entire agreement. The parties (or us and you) are not bound by any oral expression, promise, commitment or representation that is not set forth on the invoice or in this Terms and Conditions documentation. We offer two forms of payment – check or credit card. You agree to make your local check, drawn on a local full service bank acceptable to us, payable to Integrate Comfort Systems Inc. You agree to write your check out in a manner acceptable to us.

### Existing Conditions when performing Service Work

Customer understands and agrees that unless otherwise specifically listed and stated on our invoices or quotes, we will be using your existing electrical wiring and parts (panels, 110 and 220 supply), duct work, line sets, and other components. Any additional work needed to these parts or systems will be provided at an additional expense to you. Customer understands that there is always the possibility of the line sets having a refrigerant leak. Sometimes the system manufacturer may require the line sets to be a different size than what you currently have installed. Customer understands and agrees that most of the time we will leave the existing line sets "as is" because of the difficulty and cost of replacing them, even if it is contrary to the manufacturer's recommendations. If for some reason the line sets need replacing or work, you will be charged additional expense for these services. Customer assumes all risks associated with allowing our firm to install equipment in which the SEER ratings are not a match. This may include a voiding of all warranties, as solely determined by our firm. Customer understands that we will be using your existing return and supply air systems. There is no warranty on these return and / or supply systems. If your return air or supply air is not adequate for the installation service we perform, as determined by us, there will be an additional expense for any return air or supply air modifications. You understand that we may not know these additional services are needed until sometime after the system has been run.

### Refrigerant Leak Notice to Our Customers

Refrigerant in an air conditioning system such as yours is placed by the original installer in a self-contained system. There is nowhere for it to go but to stay captive in this permanent self-contained system. Also, refrigerant is not "used up" like other liquids or gas. If your unit is low on Refrigerant, you understand that somehow the Refrigerant left this self-contained system. Because it had to go somewhere, your Refrigerant has "leaked out." This leak may have been a one-time relaxation of a seal or some malfunction in your system that leaks it so slow that it may take years to leak. Also, at the beginning of the summer when you start up your air conditioning for the first time, because the system may have been idle for quite some time, the seals may have relaxed (since they were not under pressure) and released some of the gas (refrigerant). It is also possible that the previous installer put too much refrigerant or too little refrigerant in your system. You have two choices:

*Option One* - We can perform an Electronic Leak Detection "ELD" Service on your A/C system. This "ELD" Service is provided at an additional expense.

*Option Two* – We can simply put more Refrigerant into your system at an additional expense.

If you select *Option One* "ELD":

a. We may not find the leak because many times they are too difficult to detect;

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- b. We may find too many leaks to economically repair;
- c. We may not find all of the leaks and only repair a few;
- d. The repairs we perform on the leaks may not hold; and we provide no warranty or guarantee with this service and you may be wasting your investment.

If you select *Option Two* "Add Refrigerant":

- a. We simply add Refrigerant and hope for the best;
- b. If we do add Refrigerant to your system and the refrigerant leaks out, we will have to return at an additional cost to find and repair leaks and replace the Refrigerant or replace your equipment.
- c. We provide no warranty or guarantee with this service and you may be wasting your investment.

### When We Make a Replacement Recommendation But You Instead Opt For Repairs

We may make a strong recommendation to have your unit or system replaced. You may instead choose a cheaper option to have repairs performed on your unit or system that are contrary to our best advice. We want you to be aware if this situation arises, there is a good possibility that the repairs will be inadequate and fail to achieve the desired outcome and thus, you will have wasted your money. Additionally, we are not certain that these repairs will remedy the problem or that this is the only problem with your system. These repairs may cause such a high strain on your unit or system that other parts may soon fail. These other failures are not covered under our warranty. Finally, you do understand and agree that if our repairs do not cure your problem, no refunds are allowed and additional costs will apply to attempt further repairs.

### Deposits Given To Us For Services or Installations

For any repairs, installations or services performed by us where we require a deposit, the deposit will be a non-refundable deposit unless you cancel the work prior to us proceeding on your project. This is considered a partial payment towards work you have contracted in writing with us. This partial payment and all payments are NON-REFUNDABLE. When you pay us this deposit, you understand we have started work on any contract "now". We will then be making arrangements to pick up the equipment which we must pay for. We will also be scheduling our people to make sure this work is done. *YOU CANNOT CANCEL THIS WORK when it has already proceeded.* ALL deposits are NON-REFUNDABLE under ANY circumstances, including but not limited to, delays in acquiring the parts, delays in performing the work or services, or any oral representation or promise made to the customer by any ICS representative or agent. These rules also apply for parts in which we must order "special" from our suppliers. All deposits on parts in which we have ordered are NON-REFUNDABLE. The deposit is NON-REFUNDABLE under ANY circumstances, including but not limited to, delays in acquiring the parts, delays in performing the work or services, or any oral representation or promise made to the customer by any ICS representative or agent. Please be aware that ICS is an honorable and ethical company and has always held up its end of the agreement.

You agree to pay a Return Check Fee of \$35.00 for all returned, NSF, or dishonored checks. You also agree to pay us a \$35.00 fee for all checks in which your bank refused to cash when presented to your bank by ICS. Sadly, we occasionally have customers who decide to steal our services by not paying for them. What these dishonest customers do is allow us on the property, have us perform the work and then write us a check. They know this check is either no good or they call the bank and stop payment before we can present it to the bank. With these customers, we must file criminal charges and swear out a complaint. This means they have to pay money to post a bond, pay money to a lawyer and face a judge or jury. We can't understand why these customers feel this is worth it yet apparently, they do. You understand that nonpayment of our services will lead to us pursuing civil and criminal remedies against you; this act is considered theft of services.

### Cancellations:

The customer reserves the right to cancel any services which ICS schedules. However, all cancellations must be communicated to ICS no later than 6:00 am on the day of the services. Any cancellation that does NOT meet this stipulation will be charged a \$50 cancellation fee. Please remember that our crews start the day long before they show up at the customer's premises. Time and effort is put into loading up the trucks with appropriate materials and equipment and many times crews are already in transit. Our services must be compensated for otherwise we would cease to exist.

### LIMITED WARRANTY AND ADDITIONAL TERMS

You agree all materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by ICS is warranted for 30 days or as otherwise indicated in writing on your invoice. No refunds are allowed. All Sales are Final. You agree there is no warranty on drain line leaks, refrigerant leaks, refrigerant services, refrigerant leak checks, drain cleaning services, water leaks, gas leaks, air flow repairs or services, "unit freezing up" services or repairs, "freezing" of any kind, air flow problems, filter racks, furnace doors, fan limit settings, pilot lighting services, vibration issues, vibration noises, noise, fuses, fuse replacement services, "zone" control services, "zone" control repairs or work, damper services, service call recommendations, service call findings, troubleshooting services, troubleshooting findings, troubleshooting recommendations, inspection recommendations, or replacement recommendations. You agree that there are no refunds allowed on any service call fees, product fees, labor fees, services, repair services, or troubleshooting service fees in the event you or another person, firm or company differs or disagrees with our troubleshooting findings, labor services, services, or recommendations. Customer

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understands and agrees that we must be fully compensated at all times for our work efforts whether or not they prove fruitful, or whether or not the customer is happy with the results of such work efforts.

Customer agrees we will determine what “fully compensated” means. Customer agrees that we are at the mercy of our manufacturer’s supply houses, and that sometimes they give us the wrong part to affect a proper repair or service. Customer understands that circumstances like this will cause a delay in our work. Customer agrees our firm will solely determine what is covered under our limited warranty and what is not. All warranty is null and void if the customer has any outstanding invoices with our company, as solely determined by ICS. For Warranty claims, at your request, we will send out a designated service technician, selected at the sole discretion of ICS, to determine the nature of the unit’s current operating condition. If, at the sole discretion of our service technician, it is determined that the service problem is a warranted issue, no service charges will apply. If, at the sole discretion of our service technician, it is determined that the service problem is NOT a warranted issue, a service charge fee will apply at ICS’s current service call rate. Any additional labor, repairs or services will be performed for the customer at an additional charge. Customer will be charged a minimum labor fee, plus the ICS’s current service call rate, in addition to fees for extra needed services, for all non-warranted warranty call backs. You agree that we may telephone you, even if your number is found on a do not call registry or list. Warranties provide coverage only to the customer listed on the invoice and are not transferable. Warranty work is performed: M - F 8AM to 5PM, excluding holidays. Warranty work is based on the availability of work crews. ICS shall not be liable for any damage caused by any delay in performing warranty work. All warranty work shall be performed by this ICS’s personnel only. Warranty is void if another entity or person or company works on system or warranted items during warranty period.

### Disclaimer of Warranties

EXCEPT FOR OUR LIMITED 30 DAY LABOR WARRANTY AS OUTLINED ABOVE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING OUR SERVICES. WE DON’T PROMISE ERROR-FREE SERVICES AND DON’T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

### You Agree We Are Not Responsible For Certain Problems

You agree that neither we nor our employees, office staff, consultants, attorneys, officers, members, representatives, vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide services, including, but not limited to, deficiencies or problems with attempted repairs; (c) any health-related claims relating to our services; (d) mold or mold development; (e) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquakes, hurricane, etc.), riot, strike, terrorism, or government orders or acts.

### You Agree Our Liability is Limited – No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO YOUR SERVICE, REPAIR OR INSTALLATION SERVICE. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH OUR SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

### DISPUTE RESOLUTION

You and us each agree to first contact the other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by emailing us at [mail@icshvac.com](mailto:mail@icshvac.com) or writing us at the address on your invoice. We will contact you by letter to your address or via email.

### No Class Actions

TO THE EXTENT ALLOWED BY LAW, YOU AND US EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**Indemnification** You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, violating this Agreement, any applicable law or regulation or the rights of any third party.

### Providing Notice to Each Other Under the Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by emailing us at [mail@icshvac.com](mailto:mail@icshvac.com) or writing us at the address on your invoice and sending it via Certified U.S. Mail.

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### Other Important Terms

This Agreement is governed solely by the laws of the State of New York & New Jersey. If either you or we waive or don't enforce a requirement under this Agreement in any instance, neither you or we waive our right to later enforce that requirement. If any part of this Agreement or our invoice is held invalid or unenforceable, the rest of this Agreement and the rest of our invoice remain in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, consultants, attorneys, members, managers, employees and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We, however, may assign the Agreement. This Agreement and our invoice make up the entire agreement between us and replaces all prior written or spoken agreements. You can't rely on any contradictory documents or statements by our sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of any Services are hereby continued beyond the termination of any of our Services. ICS, in its sole discretion, has the right to determine what is covered under this Agreement, and for how long this Agreement continues after our Services have been performed.

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### Pricing for Our Services

Customer understands and agrees that as a professional provider of HVAC services, ICS's prices are not set in accordance with what other service companies in the area are charging, nor are we always going to be the cheapest Service Company in the area. Our firm charges professional rates for professional services. Our rates are set by understanding our "CODB": Cost of Doing Business. Don't judge service charges and additional charges solely by the time the technician spends in your home or business! When our professional service technician knocks on your door, many costs have been incurred just to get him or her there, ready and able to complete the job. Just having our employees standing by ready to service you costs money.

Paramedics, for example, spend most of their day playing cards and dominos. They are getting paid to sit there and do that. But, when you call, they are available. Unfortunately, the bill you will receive from an ambulance is quite high. However, all of us are willing to pay for the service because we understand how it works.

The same goes for doctors. Without years of training, it would not be possible for a doctor to make a diagnosis and prescribe a remedy. Consider for a moment it isn't just the initial training cost, but an ongoing variety of expenses such as continuing education and the expense of maintain an adequately equipped staff and office. As a patient, you pay for his knowledge and skill plus a share of his business costs (overhead). Even if he spends only a few minutes, his fee could range from \$100.00 to \$250.00 depending upon his degree of expertise. If the doctor spent five minutes with you and charged \$100, that would be \$1,200 per hour. His yearly salary would be \$2,496,000. Of course he does not make that because he has to pay his office staff and overhead out of that figure. This analogy holds true in any service business. The charge for providing service in your home or business cannot be determined solely by the time it takes the technician to make the repair. A qualified service organization's costs begin with the salary of the professional technician. This amount is the same whether the technician is actually making repairs on the customer premises, traveling to keep service appointments or participating in training programs to sharpen his or her skills. Parts costs also figure into our business. We incur a cost for keeping parts on our trucks just like an ambulance does. When you need a particular drug from a paramedic, you do not want to hear that they have to order it online and that it will be days before they can give you the shot you need to save your life. No, they charge you \$200 for a shot of adrenaline when it actually cost them \$3 for the tiny bit of drug they needed and the needle to insert it. Sure, you can shop around and find the part you need cheaper than we can sell it to you, but do you have a license to install it? What happens when you install it incorrectly and leak carbon monoxide to your family or cause a fire? And how much time does it take you? How much gas to go pick it up? Do you pay taxes on that part? Like most things in life, you can do it yourself or hire a company to do it. You can fix your own meal or have someone else fix it at a restaurant. We guarantee you that you can service your unit, buy parts and install them yourself cheaper than we can. The reason is that you have no overhead. The cost of doing business (overhead) must also be added to the technician's salary. These overhead costs amount to substantially more than the technician's salary. Examples of overhead are:

- ▣ Specialized Training
- ▣ Periodic Literature Courses & Refreshers
- ▣ Truck Maintenance and Operation – Gas (We all know how this is!), Oil, Tires, etc.
- ▣ Test Equipment
- ▣ Yellow Pages Advertising
- ▣ Internet Advertising
- ▣ Internet Expense to maintain website
- ▣ Trucks (ladders, etc.)
- ▣ Tools and Equipment
- ▣ Warehouse, Shop and Office Rent
- ▣ Stock or Replacement parts
- ▣ Phones, Light, Heat
- ▣ Service Management-Administration
- ▣ Company Insurance
- ▣ Office Equipment
- ▣ Business Expense- Legal Counsel, Recruitment
- ▣ Employee Benefits
- ▣ Office Help
- ▣ Payroll
- ▣ Stationery, Office Supplies and Postage
- ▣ Insurance- Trucks, Liability, Fire, Theft, Property
- ▣ Taxes- Income, Property, Business, Social Security, Employment Compensation
- ▣ Quality Control
- ▣ Computerization

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### Service Agreement Terms

- ICS agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides reasonable access to all areas and equipment, and allows ICS to stop and start equipment as necessary to fulfill the terms of the Agreement.
- All maintenance tasks and non-emergency repair or replacement will be performed during the ICS's normal working hours.
- The customer agrees to inform ICS immediately of problems found in the operation of the equipment.
- ICS may charge the (Service Plus) customer for emergency calls made at the customer's request where no defect is found, as per discretion by ICS technicians. This includes any scenario where the inoperability of the system is caused by improper operation or understanding of how to use it by the customer or its representatives.
- The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by ICS on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
- ICS assumes all equipment covered is in maintainable condition, by accepting the Agreement. For repairs found necessary during the initial inspection or the initial seasonal start-up, a repair proposal is submitted for Customer's approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance Agreement and the Agreement price adjusted accordingly or the Agreement may be canceled or otherwise revised.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
- If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.

#### EQUIPMENT:

The annual investment to be paid by Customer under this Agreement is based upon the maintenance of the Equipment listed on the face of the Service Agreement (or on approved attached sheet) 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.

#### ATTEMPTS TO REPAIR:

To the extent permitted by applicable law, in the event ICS cannot reach Customer after three reasonable attempts or is not permitted to perform the service after three attempts to schedule such service, then Customer agrees that company shall have fulfilled its obligations as to such service hereunder, and company shall retain all funds associated with service and be relieved of any further obligations to provide the services.

#### ITEMS NOT COVERED BY SERVICE AGREEMENT:

- Any condition that arises from abuse, theft, vandalism, fire, flood, acts of nature, acts of God, freezing, electric, gas or water outages, power surges, unusual atmospheric conditions or other abnormal conditions.
- Cost of a repair (including, without limitation, parts and labor) that would be more than the value of your unit in its then-current condition.
- Any pre-existing conditions with the unit.
- Repairs if a violation of an applicable code exists or other abnormal conditions.