

## SERVICE EXPERTS GENERAL TERMS AND CONDITIONS

**1. DEFINITIONS:** “Authorized Service Technician” means the person(s) authorized by Service Experts to furnish the Service hereunder, which may include third party subcontractors authorized by Service Experts. “Customer” or “you” means the person, partnership, company, or corporation purchasing the Service hereunder. “Equipment” means the HVAC unit or associated equipment that is the subject of the Service rendered hereunder. “Service” means the installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto. “Service Experts” or “our” or “us” or “we” means Service Experts LLC, a Delaware limited liability company, and each of its subsidiaries. “Terms and Conditions” means these Service Experts General Terms and Conditions. “Service Order” means the executed agreement between Service Experts and Customer setting forth the terms of the Service and/or purchase of Equipment, which incorporates these Terms and Conditions.

**2. CONTRACT:** By accepting the Service or making a payment for all or part of the Service you accept the Equipment and/or Service pursuant to these Terms and Conditions. PLUS Maintenance contracts will automatically renew annually unless you notify us in writing at least 30 days before the end of the current PLUS Maintenance contract term.

**3. WARRANTY AND 100% SATISFACTION GUARANTEE:** Service Experts agrees to accept responsibility for your 100% complete satisfaction for one year following installation Service or Service performed in accordance with this Service Order. This means that for the first year following the execution of this Service Order if you are not totally satisfied with the Equipment installation or Service as set forth in this Service Order, we will address and perform to your complete satisfaction those issues regarding material or workmanship or we will remove the installed Equipment and refund your money. If you are not totally satisfied for the first year following the Service performed by us, we will promptly address and perform to your complete satisfaction those issues regarding material and workmanship or we will refund your Service fee. This 100% Satisfaction Guarantee as described above applies so long as: (i) your entire HVAC system (the “System”) is maintained annually by a Service Experts Authorized Service Technician; (ii) all repairs recommended by Service Experts are performed on the System; (iii) the System has been used solely for the purpose and under the conditions for which it was designed and (iv) the System has not been subjected to misuse, alteration, accident or abuse. The warranties herein and remedies for breach thereof are exclusive and conditioned upon Customer providing timely notification to Service Experts. They are given by Service Experts and accepted by Customer in lieu of any and all other remedies, warranties, and guarantees, express or implied, and IN LIEU OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SERVICE EXPERTS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4. LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SERVICE EXPERTS, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT, LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY EQUIPMENT (INCLUDING EXISTING EQUIPMENT) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SERVICE EXPERTS BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

**5. WHAT IS NOT COVERED/GUARANTEED:** This Service Order does not cover: (1) Ultimate Protection Plan which is an ESA labor warranty plan governed by a separate agreement between You and Trinity Warranty Solutions, LLC, the program administrator, or (2) any additional Equipment that is added to your System, unless we agree that for an additional fee (which may reoccur annually based on the nature of the fee) to cover same; (3) any maintenance to Equipment that has been altered or repaired by anyone other than an Authorized Service Technician, including any unauthorized alterations made by you to the Equipment; (4) damage or other Equipment failure due to causes beyond Service Experts’ control including, but not limited to, repairs necessary due to operator negligence, Customer’s failure to maintain the Equipment according to the owner’s manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual atmospheric conditions, acts of war or acts of nature; (5) consumable items defined as any part that is considered consumable by the manufacturer, including, but not limited to, nitrogen, torch, solder, carbon dioxide, process fluids, lubricants, glycol, additives, filters, media filters, humidifier filters (evaporator pad), spark plugs, engine oil, air, oil and fuel filters, and batteries; (6) damage or failure caused by animals or insects; (7) routine maintenance, including but not limited to “topping off” an air conditioner, replacing oil or gas nozzles, or any repairs which are made necessary because routine maintenance was not performed by you; (8) maintenance parts such as filters, lubricants, or refrigerant gasses, unless specifically included in the description of the applicable Service; (9) failure and replacement caused by contamination of

the sealed system such as Green Slime, Dirty Sock Syndrome, gumming and/or sludging of fuel lines, etc; (10) repairs to correct failures or malfunctions that are not manufacturing defects such as rust, brownouts, environmental conditions outside of manufacturer’s specifications, oxidation, corrosion, water, freezing, fire or other natural acts; (11) leaks; i.e. condenser/heat pump, evaporator coil and/or refrigeration unit at the evaporator, schrader cores, condenser and/or metering device as a result of loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing), gas or fuel lines, changeover of chlorofluorocarbons (CFC) to non-CFC refrigerants due to governmental regulation; (12) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable Service; (13) alteration of the Equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the Equipment into working condition as a result of such government regulations; and/ or (14) manual or digital thermostats unless specifically included in the description of the applicable Service.

**6. COMPENSATION, INVOICING, AND PAYMENT:** Payment is due upon completion of work. Delinquent accounts are subject to interest at the rate of 1 1/2% per month, but not in excess of the maximum rate permitted under applicable law. Customer agrees to pay all expenses incurred by Service Experts for collecting any delinquent accounts, including, but not limited to reasonable attorney’s fees, filing fees and associated costs. Service Experts shall invoice the Customer for all charges incurred in accordance herewith and such invoices shall be due upon completion of work for any Service for the inspection, tune-up, or maintenance of Equipment to be performed in a single service call. For any Service to be performed on multiple service calls or over a specified term, Customer may authorize payment by “Automatic Checking Acct Debit” or “Automatic Credit Card Debit”, whereby Customer authorizes Service Experts to charge a monthly installment from Customer’s account beginning one month after the application is approved. The automatic monthly payment will continue until a written notice of termination is received by Service Experts. As permitted by applicable law, upon renewal of this agreement (as set forth in paragraph 2 of these Terms and Conditions), you agree that Service Experts may change or increase the monthly installment charge and automatically debit such charge in connection with any changes to standard service fees. Cancellation will be subject to Service Experts then current refund policy or in the case of Ultimate Protection Plan, pursuant to Trinity Warranty Solution LLC terms and conditions.

**7. SCHEDULING:** Customer shall schedule a date for Service at the time of purchase or else authorize Service Experts to contact Customer at a later time to schedule the appointment. If any Service is not scheduled at the time of purchase, or if the appointment is cancelled or otherwise prevented from occurring, Service Experts will make three (3) reasonable attempts to schedule the appointment to complete the applicable Service. To the extent permitted by applicable law, in the event Service Experts cannot reach Customer after three (3) reasonable attempts or is not permitted to perform the Service after three (3) attempts to schedule such Service, then Customer agrees that Service Experts shall have fulfilled its obligations as to such Service hereunder, and Service Experts shall retain all funds associated with the purchase of such Service and be relieved of any further obligations to provide the Services.

**8. CONSENT TO CONTACT:** By entering into this Service Order, you expressly consent and permit Service Experts to contact you by phone (via live operator or automated call) to schedule and provide products and services associated with your purchase or service. You consent to receive future communications and advertising about the products and services we offer via phone, email or mail. You consent and agree that we may provide your contact information to our third party partners for use in marketing related products, services and extended warranties to you.

**9. LIEN RIGHTS:** Service Experts hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer’s land may have lien rights on Customer’s land and buildings if not paid.

**10. GOVERNING RIGHTS:** This Agreement shall be construed and governed by the laws of the State of Texas.

**11. WAIVER:** Service Experts’ waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Service Experts’ rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Service Experts under applicable law.

**12. HEADINGS AND SEVERABILITY:** The headings of the paragraphs of these Terms and Conditions are for convenience only and shall not be construed as adding meaning to the provisions. If a court determines that any part of this Service Order is unenforceable, the parties agree that only the portion of this Service Order that is so determined to be unenforceable and shall be stricken and that the remaining parts shall be unaffected.

**13. ENTIRE AGREEMENT:** These Terms and Conditions, together with the Service Order, state specific addendum attached hereto, and any applicable program terms, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by Service Experts. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect and any said prior representations, inducements, promises, or agreements are hereby revoked and superseded. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein by Service Experts. THIS OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.