

Service General Terms and Conditions

Payment Terms: The entire invoice is due upon completion of described work. Any payment not paid COD will be considered past due and assessed a \$35 service charge. A service charge of 2% per month (24% per annum), or the maximum allowed by law, will be charged on all balances 30-days or more past due plus a late fee of \$25 for each month past due. If the seller commences litigation or employs attorneys to collect payment for any amount due it from buyer, buyer agrees to pay reasonable costs plus attorney's fees which may be due, including filing fees, etc. The seller will not provide an itemized breakdown of materials and labor for quoted or flat-rate work.

Limited Warranty: All materials, parts, and equipment are warranted by the manufacturer's or supplier's written warranty only. All labor performed by the seller is warranted for 30 days or as otherwise indicated in writing. Clearing out drains carries NO WARRANTY. Coil pans trap rust and debris that can break loose and cause future problems, The seller makes no other warranties, expressed or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the seller. All labor or materials is conclusively accepted as satisfactory unless accepted to in writing within 7-days of performance of the work described. Any claim for property damage is conclusively waived unless presented to the seller in writing within 7-days of the specific occurrence. The liability of the seller for the malfeasance of nonperformance or any claim is strictly limited to the amounts. All general terms and conditions on our website www.ClimatePartners.com are incorporated herein by this reference.

Installation General Terms and Conditions

1. Wherever the terms "Climate Partners", "CP", "us", "we" or "our" are used herein, reference is made to Climate Partners, LLC. Wherever the terms "you", "buyer", "customer" or "your" are used herein, reference is made to the person or entity who accepts this proposal.
2. This Agreement is the entire Agreement between you and us and supersedes any prior oral understandings, written agreements, proposals, or other communications between you and us. No informed or implied work is included. Prices quoted in all proposals do not include sales tax unless otherwise specifically stated. All applicable sales tax shall be payable in addition to the prices quoted herein. If, upon inspection by any local official having jurisdiction, any work not specifically spelled out and included in the proposal scope of work that must be done to meet any specific building code or satisfy any official's request, will be considered additional work, and will be paid for by you at our normal rates. You retain the right to make any changes or alterations to the scope, but if, in our opinion, such changes substantially affect our scope of work or costs, we shall have the right to make appropriate changes to either the scope or the price of the proposal, or to both. This agreement cannot be transferred or assigned by either party without the prior written consent of the other party.
3. Both parties reserve the right to cancel this agreement if it is found to be unbeneficial to either party. Cancellation shall be in writing at least 5 days in advance of the desired cancellation date. You will be responsible to reimburse us on a time and material basis for any and all work rendered to date leading up to and including the cancellation date, including restocking fees, special order items, demobilization, etc. as deemed by solely by us. All invoices will be due upon receipt regardless of which party exercises their right to cancel.
4. The property owner of the premises is responsible to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. During installation we shall take all reasonable precautions within the limitations of the existing conditions to avoid injury to persons and damage to property.
5. Our work and services under this agreement exclude anything connected or associated with asbestos or other hazardous materials of any type. We shall not be required to perform any identification, abatement, cleanup control or removal of asbestos or hazardous material. You represents that, to the best of your knowledge, there is no asbestos or hazardous material in the work site or scope of work. Should we become aware of or suspect the presence of asbestos or hazardous material, we shall have the right to stop work in the affected area immediately and notify you. You will be responsible for doing whatever is necessary to identify and correct the condition in accordance with all applicable statues and regulations

and you agree to assume 100% responsibility for any claims or other costs arising out of or relating to the presence of asbestos or hazardous materials in your building. Disposal of hazardous waste are excluded. Hazardous wastes remain the property and responsibility of the you even when removed from equipment or replaced by us as provided by the terms of this Agreement.

6. We will not be responsible for any special, indirect, or consequential damages. We will not be responsible for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without intentional misconduct or negligence. Such conditions include but are not limited to: 1) acts of god 2) acts of government agencies 3) strikes 4) labor disputes 5) fire 6) explosions or other casualties 7) thefts 8) vandalism 9) riots or war 10) unavailability of parts, materials, or supplies 11) disputed change orders. We shall not be liable for damage resulting from the use of the equipment specified herein.

7. Any existing mechanical or electrical component, either directly or indirectly related, that fails to start or operate properly, or any concealed conditions that result in extra or additional work, as determined solely by us, will be repaired, restored, or replaced for an additional charge on a time and material basis. Warranty calls due to failures caused by improper environmental conditions affecting equipment or electrical power or fuel fluctuations, lack of proper maintenance, site-related problems, operator error, acts of GOD, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by us shall be excluded.

8. The use of the equipment or services furnished hereunder for its intended purpose shall constitute satisfactory acceptance of our work. This includes use of the mechanical equipment for comfort heating and/or cooling by you. All claims must be made within 2-days of initial start-up date. Payment must be received on time in accordance with the payment terms specified previously in this agreement. Should a payment become delinquent, we may stop furnishing services and/or materials immediately and, at our option, cancel this agreement. Payment for unpaid outstanding or rendered services shall be in accordance with the payment terms listed elsewhere in this agreement. Your warranty is only valid if payment terms are met. Late or delinquent payments result in forfeiture of your warranty. All equipment will remain our property until such time as all sums due us have been paid. It can be removed at our sole discretion in the event of default of payment terms, including equipment that may have been placed into service already.

9. Past due accounts will be subject to a service charge of 1.5% per month, being 18% per annum, or the maximum allowed by law, whichever is greater. In the event that we must commence legal action to recover any amount payable under this agreement, as well as approved or disputed extras to this agreement, you shall pay all our costs, included but not limited to 100% of our attorney fees, court fees, filing fees, foreclosure fees, etc. It is agreed that any legal action relating to this agreement or the breach thereof by either party shall be commenced within one year from date of work.

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Service and Installation General Terms for Non-Disparagement

During the course of service and thereafter, client agrees to make no false allegations about Climate Partners, LLC which is intended, or would reasonably be expected, to harm the Climate Partners, LLC, its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company, including but not limited to inaccurate negative online reviews, BBB complaints, etc. It is mutually agreed that if any false disparagement were to occur, it would be difficult to determine actual damages, so it is further agreed that \$5,000 liquidated damages is fair and reasonable and should be awarded, and would not act as a penalty.