

Contract and Agreement Terms & Conditions

AIR MANAGEMENT GROUP (AMG), hereinafter referred to as the COMPANY, and the CUSTOMER hereby mutually agree to the following TERMS & CONDITIONS on the GOLD OR SILVER PREVENTIVE MAINTENANCE AGREEMENT, hereinafter referred to as the PLAN:

Equipment is subject to COMPANY inspection and approval before acceptance of PLAN. Any repairs required to place equipment in acceptable condition are excluded and will be charged separately.

This PLAN is renewed automatically each year unless the CUSTOMER gives COMPANY written notice of the CUSTOMER's intention not to renew. Upon termination for any reason, there shall be no refund or credits allowed. In the event of sale of property, this PLAN is transferable to the new homeowner subject to credit approval, but not from one heating system to another.

Upon approval, acceptance and payment, PLAN will be effective immediately. Preventive maintenance and combustion service will be performed during the period the PLAN is in effect at the mutual convenience of the CUSTOMER and COMPANY.

It is the responsibility of the CUSTOMER to call and schedule an appointment for annual maintenance.

COMPANY's obligation to furnish parts shall be subject to their availability through normal supply sources. The PLAN includes only repair and replacement of applicable parts specifically listed herein that are defective due to ordinary use or wear and tear based on the judgment of COMPANY.

Payment Terms: All payments under this PLAN shall be due when billed. Terms are net thirty (30) days from the invoice date. In the event said charges are not so paid when due, CUSTOMER agrees to pay a service charge of 10% per month, (18% annual percentage rate), which will be charged on the average daily balance on any account past due over thirty (30) days. PLAN not in force if account is 30 days overdue.

COMPANY shall be released from liability for failure or delay to provide, within reasonable time, the service called for under this PLAN when failure or delay may result from strike or other labor disturbance; fire, flood, lightning, or other acts of God; from supply shortages; government regulations; extreme weather conditions or unavailability of parts.

This PLAN will be terminated without notice and without refund if the CUSTOMER purchases fuel from any other source, or refuses automatic delivery (as applicable).

COMPANY shall be released from liability for any direct or indirect consequential damages in any way arising out of performance or nonperformance of its obligations under this PLAN, including but not limited to, injury to or death of persons or property damage of any description resulting from defects in or failure of operation of any heating equipment or related items covered under this PLAN.

It is the CUSTOMER's obligation to ensure that the heating or cooling unit is accessible for service. If it is inaccessible, service will not be performed.

This PLAN does not cover oil tanks, lines or fittings. COMPANY shall be released from liability for any damage whatsoever caused by line or tank leakage or loss of product, whether before or after discovery of a leak, including cost of recovery of lost fuel or removal of contaminated earth or other property. The CUSTOMER is responsible for notifying appropriate government agencies.

The decision as to whether to repair or replace a defective part and the selection of the replacement part rests exclusively with COMPANY. COMPANY shall not be liable for obtaining parts that are obsolete or unavailable through ordinary sources of supply. Material and labor costs to alter existing equipment or piping to be adapted for replacement parts in the above circumstances will be borne by the CUSTOMER. Qualified contractors, at COMPANY's discretion, may be used to fulfill all or any of its obligations under this PLAN.

This PLAN does not cover damages and repairs necessitated by CUSTOMER abuse, fire, freezing, water, lightning or other abnormal conditions, nor does it cover required work resulting from faulty system design or installation or damage as a result of non-operation or malfunction of equipment. COMPANY will not be responsible for direct or consequential damages, illness or injury caused by delays, failures to service, unavailability of parts, labor difficulties and other conditions beyond the control of COMPANY.

CUSTOMER agrees to notify COMPANY promptly of any unusual operating conditions of the subject equipment. CUSTOMER further agrees to notify COMPANY promptly of any suspected malfunction or defect in the equipment and to report same promptly to COMPANY at its office. The CUSTOMER understands that COMPANY has a 24-hour, 7 day-a-week answering service.

This PLAN covers only reasonable and ordinary use of the equipment in question. Any repair or replacement that is caused by the CUSTOMER's failure to use reasonableness in either the operation of the equipment or the failure by the CUSTOMER to report any malfunction or suspected malfunction in the equipment promptly, is not included in this PLAN and shall be paid for by the CUSTOMER in accordance with COMPANY's normal rate schedule.

Any changes, adjustments or repairs made by anyone other than COMPANY, including CUSTOMER, unless authorized or approved by COMPANY in writing, shall terminate COMPANY's obligation hereunder.

COMPANY shall be released from liability for any injury, loss or damages whatsoever which are occasioned, in whole or in part, by defective design; faulty, incomplete or erroneous plans or specifications; defective materials or parts, and/or defective operation or malfunction of any equipment. COMPANY shall be released from liability for any instructions, directions, operating guidelines or warranties contained in any book, booklet, guide, manual or warranty from any manufacturer or dealer.

This PLAN applies to major equipment and not to fixtures in which they are contained, nor to hardware, trays, defrosting pans, block tin, ducts, plumbing, electric wiring, casings, pans, nor to deterioration of housing, castings, frames or other items due to corrosion.

This PLAN applies to a single heating or cooling unit only. Additional units will require separate PLANS.

COMPANY warrants that upon completion of each call under this PLAN, the equipment shall be left in proper operating condition consistent with its age if at all possible. Recommendations for repairs to achieve proper operation will be submitted to the CUSTOMER.

This PLAN does not insure equipment in any way nor does it imply any guarantee of performance of the equipment between maintenance service calls.

The standard of workmanship hereunder shall be that which is reasonable and customary.

CUSTOMER's authorization will be required on any equipment repairs and/or services not included in this PLAN.

Service Hours: As a priority CUSTOMER you will have 24-hour coverage every day, including holidays, for emergency service with no overtime charge.

By filling out and signing the AGREEMENT FORM and returning it to the COMPANY, the CUSTOMER agrees to all terms and conditions listed in this FORM during the term of this PLAN and any renewals thereof. The CUSTOMER agrees that in the event there are any changes in coverage in the future, the terms and conditions of this PLAN shall continue to apply.

This is the entire PLAN. This PLAN cancels and supersedes all prior PLANS.

