



TERMS & CONDITIONS

Scope of Terms and Conditions. The Terms and Conditions of product sales, installation, construction and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you ("Customer") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Clear Air Conditioning & Heating Inc. ("Seller") to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement." 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. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on Seller's Site at the time Customer signs the Installation Proposal will govern, unless otherwise agreed in writing by Seller and Customer. Due to the nature of HVAC Services, Customer understands and agrees possible damages may still occur after service and thus service performed today is not guarantee other problems don't exist and / or may occur. Often when equipment fails, full diagnosis is not possible until repair is made. Once repair is made further diagnosis shall be performed to verify if any other issues arise. Customer agrees Clear Air Conditioning & Heating Inc is not liable for issues related to manufacturers, distributors, sub-contractors, or warranty companies. Lodging, shipping, portable A/C or heating systems, or temporary repairs.

Price & Payment Terms. Prices quoted by Clear Air are good for 30 days only. Customer agrees to pay all invoices rendered by Clear Air for work performed on behalf of Customer. Clear Air requires a 50% Deposit on all installations. SIGNING THIS INVOICE, GIVES US PERMISSION TO START WORK ON OUR END, such as: ordering, shipping, and delivery, of equipment and parts, employee scheduling, metal fabrication, ordering of crane, and other third-party services. (A) If equipment is ordered, and then the job is cancelled by the customer, the customer will be responsible for a \$250 restocking fee. (B) All work is Cash on Delivery (COD) after services rendered. Unless financed through a financial institution. (C) Nonpayment of service will be pursued legally. (D) Customer agrees to pay \$35 for Returned, NSF, or Cancelled Check. Payment in full is due from Customer upon completion of the work in all cases. At the sole discretion of Clear Air, payment may be submitted within 15 days of issuance of an invoice for commercial construction or installation work if Clear Air has an approved credit application on file. The individual executing this Agreement agrees to be PERSONALLY LIABLE for all monies due to Clear Air despite the existence of any corporate entity or other potential limitation, and Customer agrees that any affiliate now or hereafter existing shall be liable jointly and severally with Customer for amounts due under this Agreement, including any interest, penalties, or attorneys' fees assessed for non-payment. Unless otherwise stated, Clear Air shall have the right to demand payment Cash on Delivery or payment for equipment upon receipt of equipment or fabrication of materials by Clear Air for any project. Customer agrees to pay interest at a rate of 2% per month and a penalty of 24% per annum for any overdue payment and to pay Clear Air's reasonable attorneys' fees for collection of unpaid balances. Furthermore, failure to pay in full for any work shall allow Clear Air to cease work on this or any other work for Customer or Owner and to post notice at all work sites without liability. In the event of non-payment, Clear Air may, without prior notice, remove all workmen and stored material from the project site. No credit or offset by customer shall be permitted when service or work is refused for non-payment. All work furnished, lost profit, and costs of handling shall be due immediately upon invoice by Clear Air without liability to replace any equipment. Final payment shall be due after the work described in the Installation Proposal is substantially completed.

Pricing for Our Services: Our rates are set by understanding our cost of doing business. When our professional service technician knocks on a customer's door, many costs have been incurred just to get him or her there. Just by having our employees standing by (on-call) cost money. A qualified service organization's cost begins with the salary of the professional technician. This amount is the same whether technician making repairs on premises, traveling to appointments, or participating in training programs. Our overhead cost is also factored into each invoice which consist of: Training, Literature, Courses, Truck Lease, Repair, Maintenance and Operation, Advertising, Internet, Website, Gas, Ladders, Tools, Warehouse, Office Rent, Stock Items, Phones, Electronic Bills, Office and Management Fees, Company Insurance, Office Equipment, Business Expense, Legal Counsel, Registration, Employee Benefits, Payroll, Office Supplies, Postage, Theft, Regulation, Taxes, Quality Control, and much more. (E) We accept Visa, MasterCard, AMEX, Discover and other financing plans, but all are based on 3rd Approvals (DAC). (F) If Customers fails to pay monies due, Customer agrees we have the right to charge customer a late payment fee of 2% of the balance owed for every month the balance is unpaid (before or after any judgement). (G) Customer agrees they are liable for and will, upon demand, pay all of our reasonable expenses and cost incurred in the collection of overdue monies including checks dishonor fees, debt collector's fees, legal costs (on a solicitor/agent/client basis) and court costs. We may, in addition to all other rights and remedies we have at law, suspend or terminate the supply of goods and/or services to customer and any of our obligations under this agreement, invoice or any other type of contract between customer and us, if any check, credit card payment or electronic funds transfer we receive in payment of any amount owed by customer is dishonest or revered.

Title to Equipment. Title to all equipment and materials provided by Clear Air under this Agreement shall not pass to Customer until payment in full has been unconditionally paid to and received by Clear Air. Clear Air shall have a security interest in the equipment, parts, and materials installed for customers until payment in full is received by Clear Air and Customer acknowledges this security interest by signing the contract documents, including this Agreement. This secured interest shall apply for all purposes, including any bankruptcy or against any person claiming any interest in or to the goods or equipment. In the event of non-payment, Customer also grants Clear Air an unhindered right of entry onto the premises at which the work is being performed to remove all materials or supplies placed by Clear Air.

Security. It is hereby agreed that a posted notice, a form UCC-1, or other public filing may be made as evidence of a security interest in the equipment and/or retention of title to the equipment by Clear Air until paid in full. By signing this Agreement, Customer consents to and acknowledges Clear Air has a security interest in any equipment provided and/or installed by Clear Air.

Zoning and Permits. Customer agrees to timely furnish all information necessary to secure plans and permits for the work called for under this Agreement, and Customer warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Estimate but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Seller assumes no responsibility for violation of zoning rules/laws.

Insurance. Clear Air shall purchase and maintain general liability insurance to cover all personal injury or damage to tangible property in an amount of not less than \$50,000. A certificate of liability insurance can be provided upon request. This insurance shall insure 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. 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.

Scope, Changes, and Substitutions. During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Clear Air 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. Clear Air will perform the scope of work as agreed in writing for the agreed upon price. Purchaser acknowledges that it has made the choice as to equipment size and specification and that Clear Air has followed those instructions. Customer assumes liability for recommendations made by Clear Air that are not accepted. If Clear Air has made the equipment size and specification determination, then the same is based upon the information provided by Customer to Clear Air and is not an independent evaluation. Unless otherwise set forth herein, Clear Air reserves the right to make substitutions of equal equipment, supplies, or materials without prior approval of Customer. Any and all changes to the work, set-offs, deductions, or other changes to the work must be agreed to in writing by Clear Air to become enforceable. Failure to make full payment for changes in the scope shall be cause for termination by Clear Air. If the work cannot be finished by Clear Air within 2 months of the date of the proposal due to causes outside Clear Air's control, Customer agrees to pay Clear Air the total cost associated with the extra work plus 10% of that extra cost as overhead and profit.

Work Schedule. Work shall be completed within a reasonable time. 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, Clear Air's ability to obtain materials, and/or any cause beyond Clear Air's control.

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.

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.

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.

Design Conditions. All equipment is designed according to the Manual J standard design temperatures for Phoenix, AZ (Cooling: 75°F indoor dry bulb temperature w/ 50% indoor relative humidity at 108°F outdoor dry bulb temperature. Heating: 70°F indoor dry bulb temperature w/ 50% indoor relative humidity at 24°F outdoor dry bulb temperature). Seller is not responsible for cooling/heating beyond the Manual J standard design temperatures, high humidity levels, system recharging dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural lightness, 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).

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. Customer also understands and agrees unless specifically stated on our invoice, on equipment replacement we use customer's existing electrical wiring, breakers, ductwork, filters, grills, line-sets, roof jacks, exhaust pipes, gas lines and other external components. There are no guarantees on existing ductwork and customer understands unless stated elsewhere on invoice, we use existing return and supply ducts, grills, and registers when replacing equipment. Customer understands we may not know if enlargement of these parts is required until after the system has been installed. If existing parts prove to be insufficient, there will be an additional expense for new modifications. Any additional work needed including drywall, trim, or construction repair will be provided at an additional expense.

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. Sometimes manufacturers will require refrigerant line-sets to be larger than what the customer currently has. Even if it is contrary to the manufacturer recommendation, customer understands and agrees to leave existing line sets "as is" due to the difficulty and / or cost of replacing them. Customer further understands there is a possibility the original line-sets may develop a refrigerant leak, which would not be covered under new equipment labor or parts warranties. If for some reason the line-set needs replacing or repair, customer will be charged an additional expense. Should Customer reject Seller's recommendation to replace an existing line set, Seller's limited warranty is voided.

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.

Refrigerant leak, Leak Search: If customer's unit is low on refrigerant, customer understands there is a leak in the system. If equipment has a leak customer has two choices: (1) perform one of several types of leak detection methods and repair the leak, or refill without repair if slightly low. EPA guidelines will not be compromised. (2) Leak searches may not find a leak due to size or location but leak search fees still apply. In the event we find a leak, repairing leak may still be unwise since likelihood of another leak occurring is high. Repairs to leaks may not hold and therefore leak repairs have no warranty and should be considered a risky expense. If we add refrigerant and it leaks out, return visits are still assessed an additional fee for finding, repairing, and refilling the system. (3) Refrigerant repairs or refills are considered temporary and some cases a wasteful expense on R-22 systems, older systems, or those showing extensive corrosion.

Repair vs. Replacement: If Clear Air Conditioning recommends a replacement, the customer may still opt to get quoted repair it applicable to the situation. In most cases when we recommend a replacement it's due to concerns of the units age, and/or condition. Repairing a unit that was recommended to be replaced is a risk taken by the homeowner after being advised by Clear Air Conditioning & Heating Inc.

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

Drywall Risk and Responsibilities. If at any time during the installation a Clear Air employee accidentally steps through the drywall, Clear Air will take the responsibility of the needed repair. This will include Drywall, Tape, Texture, and Paint to be completed by a licensed painting or drywall company at the discretion of Clear Air management. The repair company will be contacted by Clear Air management within 48 hours to coordinate the repair. The homeowner agrees to allow the repair company access to complete the repair. Upon completion of the repair, the repair company will invoice Clear Air for the work performed. Clear Air will pay the invoice within 45 days of receiving it. Warranty of the repair will be issued and honored by

the repair company, not Clear Air. All other types of drywall damage and/or repair and paint damage and/or repair of any type, any size, and any form will not be the responsibility of Clear Air Conditioning and Heating. Therefore, the Homeowner/Property Owner or their representative Property Management Company accepts full responsibility for the following, but is not limited to:

1. Ceiling bulwose to the attic access that may need to be removed.
2. Ceiling crack(s) or cracking of any width or length.
3. Sagging, hanging, or fallen drywall and/or paint.
4. Tape, Texture, and Paint.
5. Water damage after one year of the installation date.

The Homeowner/Property Owner or their representative Property Management Company recognizes the inherent risks of installing HVAC equipment in an existing attic and assumes this risk.

The above statements are understood, agreed upon and accepted by the following authorized parties as satisfactory to the resolution to drywall and/or painting responsibilities. By approving this estimate the homeowner/property manager agrees to the terms and conditions stated herein.

Personal Property. Seller is not responsible for damage to Customer's personal property left in or near the project area. If access to equipment is in a closet, it is up to the homeowner to remove any items they don't want to have insulation or debris falling on. Clear Air will not be responsible for any dry cleaning of clothing or items left in the work area.

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 re-installation work; and/or (b) any property damage resulting from the removal of the attic steps or stairs.

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.

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.

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.

Severability. Should any part of this Agreement be adjudged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.

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.

Collections. If amounts owing under this Agreement are not paid within thirty (30) days, Customer agrees to pay a late charge on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Seller's performance as complete under this Agreement unless Customer notified Seller in writing otherwise within thirty (30) 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.

Limited Warranty & Additional Terms. Customer understands all materials, parts and equipment are warranted by the manufacturer's said warranty. Labor and Workmanship warranties are to be stated on your invoice. Clear Air makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Clear Air. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Clear Air has been paid in full. Seller shall not be liable during or following the 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 75°F, for instance); (c) defects that are the result of characteristics common to the materials used; (d) loss, injury or damages caused in any way by the weather elements; (e) conditions resulting from condensation on, or expansion or contraction of, any materials; (f) any 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. (h) Customer agrees there is no warranty on drain line leaks, refrigerant leaks, refrigerant services, refrigerant leak checks, drain / condensate cleaning services, water leaks, gas leaks, air flow repairs or services, "unit freezing up". Services or repairs, other roof curbs or plenum seals, roof staining, cracked roof tiles, damper services, or any existing equipment or parts not replaced by Clear Air. (i) Customer understands we are at the mercy of our manufacturer's supply houses, which sometime delivers the wrong part or do not have parts in stock. We shall not be held liable for these mistakes or delays. (j) Warranty is void if customer has a secondary company working on the equipment while warranty period is in effect with Clear Air. (k) Clear Air will not be liable for unauthorized, solicited "side work" in relation to a customer and a Clear Air Tech. All warranties will be voided. Although Clear Air attempts to register all equipment installed, it is the sole responsibility of the customer to verify and confirm this was done. Request a copy! (l) Parts repair will have a 1-year warranty on parts, 1 year on labor on said part ONLY. (m) Members of the Maintenance programs will have a separate parts and labor warranty on said part ONLY. (n) New equipment will have a parts warranty period of 10 years from the manufacturer on Equipment ONLY (Term varies by manufacturer). (o) Labor warranty on new installations of Air conditioning or heating systems is a standard 1 year. This may be upgraded to 2 years. Your invoice will state this if upgraded. Seller authorizes no third person or party to assume any warranty obligation or liability on Seller's behalf. 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. Seller hereby assigns to Buyer, without recourse, any applicable warranties extended to Seller. Such assignment shall constitute Seller's sole obligation and Buyer's sole exclusive remedy from Seller with regard to defective materials and/or equipment installed. This limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all representations made by Seller, and all other obligations or liabilities respective of the Services provided at the Property. Seller disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability. 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.

Disclaimer of Warranties. Customer agrees 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) structural stability of building; (F) roof leaks surrounding HVAC exhaust and plenum seals; (G) building electrical wiring; (H) things beyond our control, including acts of God, not, strike, terrorism, or government order or acts.

Limited Liability: TO EXTENT ALLOWED BY ARIZONA LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIM MADE IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGED ATTRIBUTABLE TO CUSTOMER 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 BUSINESS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THIRD PARTY CHARGES AND COSTS, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLECTFUL ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF CLEAR AIR CONDITIONING & HEATING INC OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) CLEAR AIR CONDITIONING & HEATING INC'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. (C) PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY ANOTHER SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN. CLEAR AIR AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED TO WARRANTY, GUARANTEE, OR PROMISE RELATING THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S).

Dispute Resolution/Mutual Non-Disparagement Clause. Both parties agree to first contact the other with disputes and provide a resolution. Customer agrees to contact us with disputes by emailing at office@clearairaz.org or writing us at the address on the invoice. (B) The Arizona Registrar of Contractors stipulates a licensed contractor has the right to correct their own work. Should customer desire to lodge a complaint against Clear Air, customer first agrees to allow us the opportunity to rectify and/or satisfy the customer's complaint. If customer feels the need to have a third-party assist with complaint, customer agrees to utilize the services of the Arizona Registrar of Contractors. At no point should another company inspect or work on system without a Clear Air representative present. (C) ARIZONA CONTRACTORS MANDATORY STATEMENT PER A.R.S. 32-1158: CUSTOMER (PROPERTY OWNER) HAS A RIGHT TO FILE A WRITTEN COMPLAINT WITH THE ARIZONA REGISTRAR OF CONTRACTORS FOR ALLEGED VIOLATION OF SECTION 32-1154 SUBSECTION A. COMPLAINTS MUST BE MADE WITHIN APPLICABLE TIME PERIOD AS SET FORTH IN SECTION 32-1155, SUBSECTION A. THE ROC CAN BE REACHED BY PHONE AT 877-692-9762, BY FAX 602-542-1599, OR WEB WWW.ROC.AZ.GOV. Clear Air Conditioning & Heating Inc ROC252108. (D) In an effort to ensure fair and honest public feedback and prevent harmful libelous comments, CUSTOMER'S ACCEPTANCE SIGNATURE ON THIS INVOICE PROHIBITS CUSTOMER FROM PUBLICLY POSTING DEFAMATORY COMMENTS INTENDED OR REASONABLY EXPECTED TO NEGATIVELY IMPACT Clear Air's REPUTATION OR EMPLOYEES. Disparaging remarks, comments or statements are those that impugn the character, honesty, integrity, morality, business expertise or abilities in connection with any aspect of the operation of Clear Air. (E) Our services involve many complex components which can, even when just installed, breakdown unexpectedly without fault. Customer agrees to work with the contractor in an acceptable manner to resolve any problems. (F) Should either party violate this clause, the violating party will be provided THREE (3) business days to retract the content in question. If the content remains, in whole or in part, a defamation lawsuit for libel and/or slander shall go in effect for damages, legal fees, and court costs to be determined.

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.

USA Maintenance Plans Terms and Conditions

Please read this document carefully and keep it for reference. These terms and conditions, together with the Agreement Page, constitute the entire agreement ("Agreement") between you and the Clear Air Conditioning & Heating Inc. pertaining to the HVAC USA Maintenance Plan(s) that you have purchased as stated on the agreement Page. The laws of the Arizona govern interpretation of this Agreement. Clear Air may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. **THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER).** It is important that you read the Arbitration section carefully.

What is Covered: You are entitled to have a Clear Air Service Technician visit your residence twice during each twelve-month Annual Term to perform the normal maintenance services specified below, for the heating or cooling unit type covered by the USA Plan(s) that you have purchased. Maintenance Services vary by plan.

1) Covered under all plans:

Furnace or Heat Pump Maintenance Plan: (a) Inspect and lubricate bearings; (b) check & inspect heat exchanger; (c) clean & adjust burners and pilot; (d) clean and check blower assembly; (e) check air filter; (f) check for furnace noises or vibrations; (g) check safeties are operating; (h) check heating unit venting and drafting; (i) clear condensate drain line; (j) monitor heating cycle; (k) clean condenser coil. **Central Air Conditioning Unit Maintenance Plan:** (a) inspect & clean condenser coil; (b) check refrigerant level & monitor pressures; (c) check the electrical connection and AMP draw; (d) test starting capabilities & safety controls; (e) check air filter; (f) clean & adjust blower components; (g) measure for proper air flow; (h) tighten electrical connections; (i) measure volts/amps; (j) lubricate moving parts; (k) check thermostat calibration; (l) clear condensate drain; (m) measure temperature difference; (n) inspect ductwork for leaks; (o) test run capacitor; (p) inspect high voltage connection; (q) monitor cooling cycle.

2) USA Basic Plan includes section 1) above also includes a 5% discount on all repairs and a One (1) year labor warranty on service repairs performed by Clear Air.

3) USA Pro Plan includes section 1) above and a 10% discount on all service repairs and unit replacements, five (5) year labor warranty on all service repairs made by Clear Air, blower wheel cleaning (in place) once a year, and priority service.

4) USA Premium Plan includes section 1) above and a 15% discount on all service repairs and unit replacements, Lifetime labor warranty on all service repairs of non-serialized parts made by Clear Air, blower wheel cleaning (in place) once a year, 50% off diagnostic service fee and after-hours fees, and priority service.

The USA Plan(s) covers one heating or cooling unit located at the service address identified on the Agreement Page. If the identified service address has multiple heating or cooling units, a separate Plan must be purchased for each individual unit. An Annual Term of this Agreement means the initial twelve-month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve-month renewal term under this Agreement. The effective date of the agreement is the date of the invoice the agreement is sold on.

In order to be covered by the USA Plan(s), your heating or cooling unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Technician. Coverage is for owned or rented residential-use property. If your service address is a rental property, you represent that you are authorized to perform the specified services to the covered equipment. Clear Air may refuse to provide service or deny enrollment under the USA Plan(s) if eligibility requirements are not met.

You must contact Clear Air to schedule each service, as stated below under "How to Make a Service Call." HVAC maintenance services must be scheduled to be performed when the temperature is above 60 degrees & below 105 degrees Fahrenheit and no inclement weather is present or forecasted.

What is Not Covered: Clear Air will not be responsible for performing any services not specifically listed above in "What is Covered." Clear Air will not provide any replacement parts under the plan(s). There will be an additional charge for refrigerant, if needed. Repairs, updates, or additional testing that is identified by the Clear Air technician while performing specified maintenance services are not covered by the USA Plan(s) and you will need to arrange for these separately (estimates will be provided). Under the USA Premium Plan all serialized pieces of the system and/or accessories are not included in the lifetime parts warranty. Under the USA Premium Plan lifetime parts warranty if parts become obsolete or unobtainable, Clear Air cannot be held responsible for the any parts warranty for that obsolete part going forward. Any condition that arises from abuse, theft, vandalism, fire, flood, acts of nature, acts of God, freezing, electric, gas or water outages, power surges, utility brown outs, rust, corrosion, or other abnormal conditions. Any preexisting conditions within the covered dwelling in violation of an applicable code exists or other abnormal conditions. Regardless of items listed on an invoice, under no circumstance shall Clear Air be held liable for the diagnosis, repair, removal, or remediation of mold, asbestos, mildew, rot, fungus, or any damages resulting from these items. Clear Air does not perform the services or pay costs involving or related to hazardous or toxic materials.

How to Make a Service Call: Please follow the process described below to obtain coverage under the Plan. Clear Air will not reimburse you for any fees or costs of service except under this process. Clear Air will not reimburse you for work performed by a person not specifically assigned by Clear Air, or for services performed without Clear Air's authorization. Unauthorized repairs may void this Agreement.

You must call (623) 516-8373 to schedule a maintenance appointment. All maintenance appointments will occur during regular working hours (7:00am-5:00pm, Monday through Friday). You must provide the Clear Air with safe and reasonable access to all Covered HVAC Products, and related systems and line sets. You must be current on all payments in order to be covered under these USA Plan(s). If you do not schedule your regular maintenance visit, the visit will become void and so will the lifetime parts warranty (if applicable).

Term of Coverage and Cancellation: These USA Plan(s) are for a term of twelve (12) consecutive months starting on the Effective Date and will automatically renew for additional twelve-month Annual Term(s) paid annually or in monthly payments, thereafter unless canceled as provided below. You may cancel this Agreement at any time as described below by notifying Clear Air at 623-516-8373. Clear Air may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if the Clear Air, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the USA Plan(s) or to discontinue your specific participation in the USA Plan(s). If either you or Clear Air cancels this USA Plan(s) within 30 days from the Agreement's Effective Date and you have not had maintenance performed hereunder, you will receive a full refund of USA Plan(s) payments made by you. If either you or Clear Air cancels this USA Plan(s) more than 30 days from the USA Plan(s) Effective Date, and you have not had service performed the USA Plan(s) will

terminate effective immediately without requirement or any additional payment by you. If either you or Clear Air cancels this Agreement more than 30 days from the Plan(s) Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced for unpaid months through the remainder of the current Term. If you move to a new service address, this USA Plan(s) can be transferred to the new property.

Price/Billing: The amount of your monthly/annual charge is provided in the USA Plan(s). In addition to your monthly/annual charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing within five (5) business days after the USA Plan's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Clear Air may change the means in which you are invoiced and billed for your services.

Pricing for Our Services: Our rates are set by understanding our cost of doing business. When our professional service technician knocks on a customer's door, many costs have been incurred just to get them there. Just by having our employees standing by (on call) cost money. A qualified service organization's cost begins with the salary of the professional technician. This amount is the same whether technician is making repairs on premises, traveling to appointments, or participating in training programs. Our overhead cost is also factored into each invoice which consist of: Training, Literature, Courses, Truck Lease, Repair, Maintenance and Operation, Advertising, Internet, Website, Gas, Ladders, Tools, Warehouse, Office Rent, Stock Items, Phones, Electric Bills, Office and Management Fees, Company Insurance, Office Equipment, Business Expense, Legal Counsel, Recruitment, Employee Benefits, Payroll, Office Supplies, Postage, Theft, Regulation, Taxes, Quality Control, and much more. (B) We accept Visa, MasterCard, AMEX, Discover and offer financing plans, but all are based on 3rd Approvals (OAC).

(C) If Customers fails to pay monies due, Customer agrees we have the right to charge customer a late payment fee of 2% of the balance owed for every month the balance is unpaid (before or after any judgment). (D) Customer agrees they are liable for and will, upon demand, pay all our reasonable expenses and cost incurred in the collection of overdue monies including checks, dishonor fees, debt collector's fees, legal costs (on a solicitor/agent/client basis) and court costs. We may, in addition to all other rights and remedies we have at law, suspend or terminate the supply of goods and/or services to customer and any of our obligations under this agreement, invoice or any other type of contract between customer and us, if any check, credit card payment or electronic funds transfer we receive in payment of any amount owed by customer is dishonest or revered.

Clear Air agrees to offer maintenance services and discounts related to both the HVAC equipment listed on front of this invoice if applicable as well as service and parts repairs. Customer shall: (A) provide reasonable access to equipment and ductwork (attic) and allow Clear Air to operate equipment as necessary to fulfill task. (B) All maintenance and non-emergency repairs or replacements will be performed during Clear Air's normal working hours. For safety and insurance purposes, technicians are not permitted to work in the dark. (C) The customer agrees to inform Clear Air immediately of problems found in the operation of the equipment. Problems include changes to home comfort, noises, increased electric bills, higher humidity, odors, leaks or electrical or equipment failures. (D) Clear Air may charge the customer for service calls made at the customer's request when no problems are found. (E) Clear Air shall make best effort to remind customer to schedule maintenance by phone, text and or email. Regardless, it is the customer's responsibility to schedule appointments. If maintenance is desired prior to summer, customer shall set appointment as early as possible to avoid delay due to high demand. (F) Upon acceptance of this USA Plan(s), Clear Air assumes all HVAC equipment covered in maintainable condition. For repairs found necessary during inspections or service calls, a proposal/price is submitted for customer's approval prior to repairs. IF PROPOSAL IS DECLINED, THE NON-REPAIRED ITEM AND RELATED ITEMS MAY BE ELIMINATED FROM THE USA MAINTENANCE AGREEMENT OR THE AGREEMENT MAY BE CANCELED OR REVISED WITHOUT REFUND. (G) If the equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly or terminated without refund. (H) 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. Customer may not delete equipment or accessories from the annual maintenance provided hereunder. (I) Lack of maintenance, failures, clogged drains, dirty coils, dirty filters, and neglect will void your labor warranty & your manufacturer warranty. (J) To the extent permitted by applicable law, if Clear Air cannot reach customer after three reasonable attempts or is not permitted to perform the service after three attempts to schedule such service hereunder, and company shall retain all funds associated with service and be relieved of any further obligations to provide the services. Monthly Recurring Memberships will be automatically renewed. If the customer wishes to cancel, we need confirmation via email sent to office@clearairaz.org.

Limit of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL CLEAR AIR CONDITIONING & HEATING INC BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF CLEAR AIR CONDITIONING & HEATING INC OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) CLEAR AIR CONDITIONING & HEATING INC'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. (C) PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY ANOTHER SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN. CLEAR AIR AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S).

Communications: Clear Air may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on clearairaz.com. **Assignment; Miscellaneous Terms:** This Agreement may be assigned by Clear Air without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or

unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION: The rights and duties of the parties hereunder shall be governed by the laws of the State where the project is located, excluding its conflicts law and choice of laws principles. Except as otherwise required by law, any claim, dispute, or controversy between you and Clear Air that arises from or relates to this Agreement, or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except those issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (2) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

2) Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court.

3) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim(s) is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved by settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

4) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

5) Other rights that you would have if you went to court might also. This Arbitration Provision shall survive termination of this Agreement is not available in arbitration and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated, and all other provisions of this Agreement shall remain in full force and effect.