



ADDITIONAL TERMS AND CONDITIONS

100% SATISFACTION GUARANTEED

We agree to accept responsibility for your 100% complete satisfaction with the materials and the work provided by us and paid for by you.

PAYMENT INFORMATION: When the customer authorizes payment by "Automatic Checking Acct Debit" or "Automatic Credit Card Debit", the customer authorizes the company to charge an annual installment from the customer's account within 10 days after application is approved. The automatic annual payment will continue until a written notice of termination is received by Comfort Now Heating & Air Conditioning, LLC, hereinafter known as "company."

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 this 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.

CUSTOMER'S RIGHT TO CANCEL: Customer may cancel this Agreement by mailing a written notice of cancellation to Company. In the event of cancellation by Customer, Customer shall receive a prorated refund of the payments made by Customer for the current term of this Agreement.

COMPANY'S RIGHT TO CANCEL: Company reserves the right to immediately terminate this Agreement in the event:(i) the system has not been used solely for the purpose and under the condition for which it was designed or has been subjected to misuse, alteration, accident, or abuse, (ii) Customer has any part of the heating and/or air conditioning system serviced by another company other than Company, or (iii) Customer fails to fulfill the payment terms contained on the face side of this Agreement.

WARRANTIES & LIMITATIONS ON WARRANTIES: Company warrants that all work performed hereunder will be completed in a professional manner and said work shall be free from defects in workmanship for a period of twelve (12) months from the date said work was performed. Only the manufacturer's warranty is provided on any parts or materials provided in connection with the work. Company's obligation for defective products and/or workmanship or any damage caused thereby, and Buyer's exclusive remedy, shall be limited to the replacement of any defective parts or workmanship and shall be conditioned upon Company receiving actual written notice of said defects within a warranty period(s) applicable. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.**

EMERGENCY SERVICE TODAY OR YOU DON'T PAY: Company agrees that it shall respond for emergency service within 24 hours of the service call and, if it fails to do so, shall waive the diagnostic fee normally charged for such an emergency service call.

TRANSFERABILITY: This Agreement is transferable to the subsequent owner of the dwelling in which the Equipment and Accessories are located, provided that Company receives written notification of the sale of the property within sixty (60) days of transfer.

ENTIRE AGREEMENT: This Agreement sets for the entire Agreement between the parties and supersedes all other agreements either written or oral concerning the subject of this Agreement.

Thank you for choosing Comfort Now Heating & Air Conditioning, LLC. Please contact your local office for any service related questions. In case you need to reach us you may call us at 205-661-0115 or access our website at www.ComfortNowAC.com.

PLUS AGREEMENT: To the extent permitted by applicable law, in the event Company can not 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.