

Terms & Conditions

Service on air conditioners, including emergency service, will be performed during the company's normal established business hours, Monday - Friday, 8 a.m. to 5 p.m.

Service on heat pumps, including emergency service, will be performed during the company's normal established business hours, Monday - Friday, 8 a.m. to 5 p.m., if the emergency heat source is operational.

After April 15, parts shared by both the heating and cooling systems are covered only if customer has a central air conditioning plan. If a combination heating and cooling plan is purchased, the tune-ups for these systems will be performed during the same visit.

The Total Care and Comfort Plans are not applicable to: boilers and furnaces connected by a common flue to a wood-burning appliance; condensing furnaces or boilers that are 90% efficient or higher, such as Dornbach or Yukon; Blue Ray boilers and furnaces; GE original boilers.

The Total Care and Comfort Plans are also not applicable to furnaces or boilers that are over 15 years of age, nor to heat pumps and air conditioners over 10 years of age or that have had refrigerant leaks over the past 2 years.

Maintenance plans quoted herein are for residential systems only.

(Commercial plans are available. Pricing depends on the type, size and condition of equipment at time of inspection.)

The Total Care and Comfort Plans renew automatically from year to year as long as premiums are up to date. Renewal rates reflect the age of the system and current pricing. Plans are not cancelable beyond 30 days or after a service visit. Should the residence be sold during the plan term, the plan is transferable to the new owner at the same location.

Modern Comfort Systems (the "Company") reserves the right to reject any agreement or

piece of equipment if, upon inspection by a service technician, equipment is found in such condition that continued service will be unsatisfactory to either party. Company may cancel agreement at any time. In the event Company cancels the agreement, a refund will be made to customer for a prorated portion of the annual cost of the plan. The prorated amount depends on the cost of work already performed during the term of the plan.

Modern Comfort Systems disclaims the implied warranty that the services performed by it will, in all cases, provide protection against mechanical systems breakdown or failure. Customer agrees that Company is not an insurer and no insurance coverage is covered herein. The Company will not be responsible for direct damages, consequential damages (indirect losses or injuries), illness or injury caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond the control of the Company. Any charges for the cost of expediting parts faster than normal supplier delivery are not covered by the plan and will be billed separately.

Service will be substantially as described in this agreement, and not for coverage, parts or items not specifically listed herein. The Company shall not be responsible for cost of services or parts that customer has others provide. Company will provide service during normal business hours, Monday - Friday (excluding holidays), except in the case of an emergency. An emergency is anytime when failure to make prompt repairs could damage another part of customer's premises, or is necessary to protect the health and safety of the occupant. The homeowner agrees to pay for any services rendered, such as, but not limited to, service ordered after hours when not an emergency, false alarms, fires, repairs due to abuse of the equipment, corrections due to improper installation, theft, or acts of nature, which are not covered by this agreement.

If a bill is not paid within 10 days, the Company is not required to render any additional services under this agreement. There shall be no liability

for any reason on the part of the Company for work done by anyone other than an employee of Modern Comfort Systems/Tevis Oil & Propane. If it is apparent that the system(s) have been altered, repaired or serviced by someone other than the Company, further coverage under the plan is voided and no further service will be provided.

The customer shall provide a safe working condition around the covered appliance(s) and provide access to covered appliance(s). The Company will not be required to perform plan services until any asbestos hazards are eliminated and the Company determines, at its sole discretion, that no hazard exists.

This agreement does not cover the cost of labor or materials for any of the following: fire; flooding; thawing or cleaning frozen, clogged or coagulated fuel lines when outside temperatures are below freezing.

This agreement does not cover repairs to line voltage wiring, piping, domestic hot water coils, ducts, radiation, purging systems, more than one circulator, humidifiers, electronic air cleaners, draft boosters, power vent assemblies, direct vent draft assemblies, chimneys, heat exchangers, asbestos removal, inaccessible equipment, set-back thermostats, flue dampers, modulating and aquastat insertion wells, combustion chambers, zone valve body, expansion tanks, flow valves, mixing valves or other equipment or parts beyond those specifically listed above, or work that Company is not permitted by law to perform, such as: piping or plumbing work not associated with heating water or steam systems, wiring, etc.

This agreement does not cover repairs due to the following:

- any pre-existing conditions
- damage or failure from flooded cellar, fire, storm, freezing, improper boiler water level due to failure of low water cutoff, or other abnormal causes that may affect the normal operation of the equipment
- thermostat improperly set, switch "off," or blown fuse or circuit breaker "off"

■ failure to keep fuel in the tank as a result of not being on our automatic delivery service or delivery delay caused by customer, or access to the fuel tank is not available to the driver or customer has been removed from delivery service due to credit restriction.

Unless specifically outlined above, owner shall be responsible for the condition and maintenance of the fuel tank, piping, valves, fill vent, fuel lines and alarms, as well as other fuel tank accessories, and leakage. The plan does not cover direct damage by occupants or others or secondary damages, or loss of property, caused by conditions beyond our control. The plan does not cover installation, clean-up or removal, disposal, remedial or other cost of compliance with any environmental or other laws, rules or regulations beyond the allowances above.

Exclusions

Items not explicitly listed, including variable-speed motors, high-efficiency units, combustion chambers, zone valve bodies, expansion tanks, mixing valves, power vents, high-voltage wiring, compressors, indoor coils or outdoor coils, are billed at the discounted 15% rate.

Precision Tune-Up

Tune-ups are performed during regular working hours, Monday through Friday, 8AM - 5PM. Modern Comfort Systems will make three (3) attempts to schedule tune-ups (one by mail and two follow-up phone calls). Modern Comfort Systems is not responsible for tune-ups not performed because of customer unavailability. Tune-ups hold no monetary value, and scheduling is solely the responsibility of the customer.