

Additional Terms and Conditions

Milwaukie Heating & Cooling shall provide the necessary labor and maintenance materials to perform the maintenance services agreed upon in this Annual Maintenance Plan (AMP!). All services will be performed by experienced and certified technicians and shall be limited in scope to only the HVAC equipment listed in this agreement.

Condition. Heating and/or cooling equipment must be in serviceable condition prior to the start of this agreement.

Warranties. There are no warranties expressed or implied other than those listed for specific repair work approved on a work order under this agreement. All materials, parts and equipment are warranted by the manufacturer or supplier's written warranty only. Milwaukie Heating & Cooling does not warranty any materials covered by a manufacturer's warranty as its own. Warranties do not cover normal wear and tear, including normal reduction in operational efficiency of any materials, parts, or equipment.

Refrigerant Leak. In the case of a refrigerant leak repair, our parts and labor warranty shall be for the specific leak(s) repaired only. There can be more than one leak in a system. **You are strongly urged to have the technician show you the location of the leak as well as the corrective repair. You should also confirm the technician has accurately described the leak location on the invoice.** Our warranty is for the specific leak(s) repaired.

Rapid Repairs. Rapid repairs are limited in scope and include but are not limited to items such as coil or condensate pump cleaning, small wire repairs, blade and buss fuses up to 40amp, leveling a unit on the pad, minor condensate line repairs, and reattaching easily accessible ductwork.

Limitations. Repairs necessitated by fire, floods, Acts of God, government regulations, abuse, or the improper use of equipment will be the sole responsibility of the owner and not covered by this agreement. **This agreement covers only those pieces of equipment listed on the contract.** Oil tanks, oil lines and fuel delivery systems are expressly excluded under the terms of the agreement. In addition, our scope of work does not include the identification, detection, abatement, encapsulation or removal of asbestos, radon gas, mold, hazardous substances or products or materials containing asbestos, radon gas, mold, or other hazardous substances.

Milwaukie Heating Loyalty Cash Program. The Milwaukie Heating Loyalty Cash program provides AMP! Select annual maintenance plan clients with a \$50.00 per year credit towards the purchase and installation of a new unit or system. The credits are cumulative for each consecutive full year the AMP! agreement is in place. The credit will be in the form of a reduction of the installation price charged by Milwaukie Heating & Cooling.

Customer's Right to Cancel. The customer may cancel this agreement by providing written notice of cancellation to Milwaukie Heating & Cooling. **There shall be no refund of any funds received under this agreement.**

Company's Right to Cancel. Milwaukie Heating & Cooling reserves the right to immediately terminate this agreement in the event: (1) heating or air conditioning equipment or accessories are installed in the customer's home by anyone other than Milwaukie Heating & Cooling. (2) **Customer has any or part of the heating or air conditioning system serviced by a company other than Milwaukie Heating & Cooling.** (3) Customer fails to fulfill the payment terms contained in this agreement.

Renewal. This agreement shall automatically renew every 12 months unless the customer or Milwaukie Heating & Cooling requests otherwise. At the start of each new 12-month contract period the agreement price is subject to change.

This agreement is non-transferrable.