

## SERVICE EXPERTS – GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** “Service Experts,” “our,” “us,” or “we” means the legal entity contracting with Customer (defined below) for the purchase of the Service (defined below), which may be either (i) Service Experts LLC, (ii) Service Experts Skilled Trades LLC, or (iii) any of their subsidiaries. “Customer” or “you” means the person, business, legal entity, partnership, company, or corporation that is responsible and liable for the purchase of the Service. “Terms and Conditions” means these Service Experts – General Terms and Conditions. “Service Order” means the executed order form and/or order contract entered by and between Customer and Service Experts for the Service (defined below) and/or purchase of Equipment (defined below). “Agreement” means collectively the Terms and Conditions and applicable Service Order. “Authorized Service Technician” means the person(s) authorized by Service Experts to provide or furnish the Service hereunder, which may include employees of Service Experts or third-party subcontractors authorized by Service Experts. “Equipment” means the unit, system, fixture, part, component, or piece and any additional, associated equipment or hardware that is the subject of the Service rendered hereunder related to heating, ventilation, and air conditioning (HVAC), plumbing, water treatment, water heaters, generators, and/or electrical, as applicable. “Service” means the installation, maintenance, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part or piece thereof, by Service Experts. “System” means the entire, whole, and complete system for the Equipment, including any unit, fixture, part, component, piece, or hardware that has not been provided Service to by Service Experts.

**CONTRACT ACCEPTANCE:** By entering into a Service Order, making a payment for all or part of the Service or Equipment, and/or accepting Service or Equipment, Customer acknowledges, agrees, consents, and accepts that the Service and Equipment will be governed by these Terms and Conditions.

**TERM AND TERMINATION:** This Agreement governs the Service and/or purchase of Equipment. If the Service Order includes priority + membership, the priority + membership will begin on the date of the Service Order and will be in effect on a month-to-month basis. Customer may terminate the priority + membership at any time by providing written notice to Service Experts at the address listed on the Service Order. If the Service Order includes maintenance + membership, the maintenance + membership will begin on the date of the Service Order and will be effective for a period of one (1) year (the “Original Maintenance + Membership Term”). The Original Maintenance + Membership Term will automatically renew for consecutive one (1) year terms (each a “Renewal Maintenance + Membership Term”) unless Customer gives at least thirty (30) days prior written notice before the renewal date of its intent to not renew. Service Experts may terminate this Agreement for cause or convenience upon notice to Customer.

**WARRANTIES, ACKNOWLEDGMENTS, AND SERVICE EXPERTS GUARANTEE:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED OR, IF SUCH CANNOT BE DISCLAIMED, LIMITED TO THE SHORTEST DURATION PERMITTED BY APPLICABLE LAW.

CUSTOMER ACKNOWLEDGES AND AGREES THAT FAILURES IN EQUIPMENT OR SYSTEMS, INCLUDING, BUT NOT LIMITED TO, OBSTRUCTIONS, LEAKS, BREAKS, AND CRACKS IN PLUMBING OR DRAIN LINES, MAY OCCUR EVEN AFTER NORMAL AND ROUTINE MAINTENANCE, REPAIR, OR SERVICING WITHOUT FAULT, LIABILITY, OR RESPONSIBILITY OF SERVICE EXPERTS. SERVICE EXPERTS DOES NOT WARRANT OR GUARANTEE PERFORMANCE OF ANY EQUIPMENT OR SYSTEMS, EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED INSTALLATION GUARANTEE AND LIMITED SERVICE GUARANTEE BELOW (COLLECTIVELY, THE “SERVICE EXPERTS GUARANTEE”). WITH THE EXCEPTION OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE EXPERTS IS NOT RESPONSIBLE OR LIABLE FOR DAMAGE, LOSS, OR LIABILITIES ARISING OR RESULTING FROM OUR ACTS OR OMISSIONS IN ACCESSING OR EXCAVATING THE AREA OR LOCATION TO BE SERVICED BY AN AUTHORIZED SERVICE TECHNICIAN, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR INTERRUPTION TO (I) UNMARKED OR NON-PUBLIC UTILITY LINES SUCH AS SPRINKLER LINES, YARD LIGHTS, FOUNTAIN PUMPS, INVISIBLE PET FENCES, ELECTRICAL LINES, AND IRRIGATION LINES, (II) LANDSCAPING, (III) FLOORING, WALLS, AND CEILINGS, (IV) DRIVEWAYS, WALKWAYS, PATIOS, AND POOLS, AND (V) FIXTURES, CABINETS, FURNITURE, AND PERSONAL GOODS OR ITEMS.

*Limited Installation Guarantee.* Service Experts provides a limited performance guarantee on new Equipment installed by an Authorized Service Technician pursuant to a Service Order (the “Limited Installation Guarantee”). This Limited Installation Guarantee applies only to our installation of new Equipment by an Authorized Service Technician; it does not apply to existing equipment or the entire System. This Limited Installation Guarantee applies for a period of one (1) year following the execution of the applicable Service Order (“Limited Installation Guarantee Period”). During the Limited Installation Guarantee Period, if Customer has followed all of the recommendations of our Authorized Service Technicians and the installed Equipment fails to operate in accordance with the manufacturer’s published specifications and such failure is not attributable to misuse, alteration, or damage by the Customer or third parties or

any External Cause (defined below), then Service Experts will make up to three repair attempts, at no additional cost to the Customer, to restore the Equipment to manufacturer-specified performance standards. If the Equipment cannot be restored to manufacturer specifications after three repair attempts, Service Experts will remove and replace the Equipment with a new, equivalent model. A refund may be provided at Service Experts' discretion, if a replacement is not available, or if applicable law gives the Customer the right to choose a refund instead of other remedies. **"External Cause"** means any event or condition beyond the reasonable control of Service Experts that prevents or impairs the performance of the Equipment, including, but not limited to, extraordinary natural occurrences (e.g., earthquakes, hurricanes, tornadoes, floods, lightning strikes) and other severe external disruptions such as fires and power surges. The Limited Installation Guarantee provided herein and remedies for breach thereof are conditioned upon the Customer notifying Service Experts at 1-866-397-3787 within thirty (30) business days of discovering the Equipment failure or inoperability. A delay in notice that does not materially prejudice Service Experts will not limit coverage under this Limited Installation Guarantee. This Limited Installation Guarantee is provided in addition to, and does not limit, any rights or remedies the Customer may have under applicable law.

**Limited Service Guarantee.** Service Experts provides a limited guarantee on our Service performed by an Authorized Service Technician pursuant to a Service Order (the "**Limited Service Guarantee**"). This Limited Service Guarantee applies only to our Services (except for installation of new Equipment covered by the Limited Installation Guarantee); it does not apply to (i) repair, service, or maintenance performed by any third party, (ii) suitability of the Equipment, or (iii) performance or suitability of the entire System. This Limited Service Guarantee applies for a period of thirty (30) days following the execution of the applicable Service Order ("**Limited Service Guarantee Period**"). During the Limited Service Guarantee Period, if Customer has followed all of the recommendations of our Authorized Service Technicians and the Equipment fails to operate in accordance with the manufacturer's published specifications after the Service is performed and such failure is not attributable to misuse, alteration, or damage by the Customer or third parties or any External Cause, then Service Experts will re-perform the Service one time, at no additional cost to Customer. The Limited Service Guarantee provided herein and remedies for breach thereof are conditioned upon the Customer notifying Service Experts at 1-866-397-3787 within the Limited Service Guarantee Period. This Limited Service Guarantee is provided in addition to, and does not limit, any rights or remedies the Customer may have under applicable law.

**LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL SERVICE EXPERTS (AND/OR ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR AUTHORIZED SERVICE TECHNICANS) BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, LOST DATA, LOST USE, LOST TIME, DELAYS, OR BUSINESS INTERRUPTION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL SERVICE EXPERTS BE RESPONSIBLE OR LIABLE FOR ANY AMOUNT, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR THE SERVICE OR EQUIPMENT WHICH GIVES RISE TO THE CLAIM, DEMAND, LEGAL ACTION, OR LAWSUIT.

**INDEMNIFICATION:** To the fullest extent permitted by applicable law, Customer will indemnify, defend and hold Service Experts and its subsidiaries, affiliates, parent companies, employees, agents, representatives, and Authorized Service Technicians harmless from and against any and all damages, liabilities, losses, expenses, costs (including, but not limited to, attorneys', consultants', and experts' fees), judgments, and settlements arising from third-party claims, demands, lawsuits, actions, and/or proceedings arising or resulting from: (i) Customer's negligent act(s) or omission(s), (ii) Customer's reckless, intentional, or willful misconduct, (iii) Customer's breach of this Agreement, or (iv) Customer's violation of any applicable laws, codes, ordinances, rules, citations, orders, regulations, or statutes.

**ASSUMPTION OF THE RISK:** Customer acknowledges and agrees that the Equipment may have inherent risks or dangers associated with use, installation, and/or maintenance, including, but not limited to, fire, electrocution, and carbon monoxide poisoning. Customer voluntarily and knowingly accepts the inherent risks or dangers with the Equipment, including, but not limited to, injury or death.

**DISCLOSURE:** Service Experts recommends and advises Customer that all Equipment should be installed, used, maintained, and serviced by certified and/or licensed professionals in accordance with all manufacturer recommendations, guides, brochures, pamphlets, and instructions. Failure to do so may result in injury, death, damage, equipment breakdown or failure, hazards, and risk.

**EXPRESSLY NOT COVERED:** This Agreement does not cover: (a) any part of Customer's System that does not qualify as Equipment; (b) any Equipment that has been altered, repaired, serviced, reconditioned, or replaced by anyone other than an Authorized Service Technician; (c) any damage to Equipment due to causes beyond Service Experts' sole and

reasonable control; (d) any Equipment failure due to causes beyond Service Experts' sole and reasonable control; (e) consumable items defined as any part that is considered consumable by the manufacturer, including, but not limited to, nitrogen, torch, solder, carbon dioxide, process fluids, lubricants, glycol, additives, filters, media filters, humidifier filters (evaporator pad), spark plugs, engine oil, air, oil and fuel filters, and batteries; (f) routine maintenance, including but not limited to "topping off" an air conditioner, replacing oil or gas nozzles, or any repairs which are made necessary because routine maintenance was not performed by Customer, maintenance parts such as filters, lubricants, or refrigerant gasses, unless specifically included in the description of the applicable Service; (g) failure and replacement caused by contamination of the sealed system such as Green Slime, Dirty Sock Syndrome, gumming and/or sludging of fuel lines, etc; (h) repairs to correct failures or malfunctions that are not manufacturing defects such as rust, brownouts, environmental conditions outside of manufacturer's specifications, oxidation, corrosion, water, freezing, fire or other natural acts; (i) leaks; i.e. condenser/heat pump, evaporator coil and/or refrigeration unit at the evaporator, schrader cores, condenser and/or metering device as a result of loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing), gas or fuel lines, changeover of chlorofluorocarbons (CFC) to non-CFC refrigerants due to governmental regulation; (j) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable Service; (k) alteration of the Equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the Equipment into working condition as a result of such government regulations; and/ or (l) manual or digital thermostats unless specifically included in the description of the applicable Service.

**COMPENSATION, INVOICING, AND PAYMENT:** Payment is due according to the terms and conditions of the Service Order. If payment terms are not included in the Service Order, payment in full is due immediately upon invoicing by Service Experts. Delinquent accounts are subject to interest at the rate of 1.5% per month; provided, however, in no event will the rate exceed the maximum rate permitted under applicable law. Customer agrees to pay all expenses incurred by Service Experts for collecting any delinquent accounts, including, but not limited to, reasonable attorney's fees, filing fees, and associated costs. Service Experts will invoice the Customer for all charges incurred in connection with the Services. If the Service Order includes maintenance + membership, Customer may authorize payment by "Automatic Checking Acct Debit" or "Automatic Credit Card Debit", whereby Customer authorizes Service Experts to charge a monthly, annual, or recurring installment from Customer's account beginning thirty (30) days after the date of the applicable Service Order. The automatic payment will continue until notice of termination is received by Service Experts at the address listed on the Service Order. As permitted by applicable law, upon renewal of the maintenance + membership, Customer agrees that Service Experts may change or increase the installment charge and automatically debit such charge in connection with any changes to standard service fees. Cancellation will be subject to Service Experts then current refund policy.

**SCHEDULING:** Customer will schedule a date for Service at the time of purchase or else authorize Service Experts to contact Customer at a later time to schedule the appointment. If any Service is not scheduled at the time of purchase, or if the appointment is cancelled or otherwise prevented from occurring, Service Experts will make three (3) reasonable attempts to schedule the appointment to complete the applicable Service. To the extent permitted by applicable law, in the event Service Experts cannot reach Customer after three (3) reasonable attempts or is not permitted to perform the Service after three (3) attempts to schedule such Service, then Customer agrees that Service Experts shall have fulfilled its obligations as to such Service hereunder, and Service Experts shall retain all funds associated with the purchase of such Service and be relieved of any further obligations to provide the Services.

**CONSENT TO CONTACT:** By entering into this Agreement, Customer expressly consents and permits Service Experts to contact Customer by phone (via live operator or automated call) to schedule Services, perform Services, follow-up on Services, and provide, market, or sell products or services associated with Customer's purchase of Services. Customer expressly consents to future communications and advertising about the products and services that Service Experts offers via phone, email, or mail. By providing Customer's telephone number (including any cellular or mobile telephone number) and signing a Service Order, Customer expressly consents to receive calls, text (SMS/MMS) messages, artificial or pre-recorded voice messages or voicemail transmissions, including calls made by an automated telephone dialing system or automated system for the selection and dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called, by or on behalf of Service Experts or its assigns, affiliates and subsidiaries, to schedule and provide products and services associated with Customer's purchase or service, and for other purposes related to your account, including promotional and marketing communications, at the phone number you provided in the Service Order. Customer authorizes telemarketing calls and texts even if you have previously included your telephone number(s) on any federal or state Do-Not-Call registry or list. Consenting to these contact methods is not a condition of purchasing any property, goods or services offered by Service Experts. The person providing this consent has the authority to provide consent either as the subscriber or as the customary user with authority to provide consent. Customer's service provider's message and data rates may apply. Customer can opt out of receiving calls and or text messages at any time by responding to any text message you receive with "STOP" "END" "CANCEL" "REVOKE" "OPT OUT" "UNSUBSCRIBE" OR "QUIT" in order to stop receiving texts, or "STOP ALL" "END ALL" "CANCEL ALL" "REVOKE ALL" "OPT OUT ALL" "UNSUBSCRIBE ALL" OR "QUIT ALL" in order to stop

receiving both texts and calls. Customer may receive an additional text message confirming Customer's decision to opt out. Alternatively, Customer may opt out of receiving further calls or texts by contacting Service Experts anytime at (866) 397-3787.

**COMMITMENT TO PRIVACY:** Customer understands, acknowledges, and agrees that Service Experts may collect, use, disclose and share Customer's personal information, including without limitation, to our service providers and business partners, in accordance with our privacy policy located at <https://www.serviceexperts.com/privacy-policy/>. If Customer desires to exercise any of Customer's rights regarding Customer's data under applicable data privacy laws, please contact us at [marketing@serviceexperts.com](mailto:marketing@serviceexperts.com). Customer acknowledges, consents, and agrees that telephone conversations with Service Expert may be monitored or recorded, unless, at the commencement of each telephone conversation, Customer advises that Customer does not wish the call to be monitored or recorded.

**NOTICE OF LIEN RIGHTS:** Service Experts notifies Customer that persons, businesses, or companies furnishing labor or materials may have lien rights on Customer's property, land, and buildings if not paid. Service Experts expressly reserves all lien rights.

**GOVERNING LAW:** This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the state in which the Service is performed, or the Equipment is installed, without regard to any conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement will be brought exclusively in the county in which the Service is performed, or the Equipment is installed. Each party consents to the exclusive jurisdiction of such courts and waives any claim related to improper venue or personal jurisdiction of such courts

**WAIVER:** A failure by Service Experts to exercise any of its rights or enforce any provision under this Agreement will not be deemed to be a waiver of such rights or a waiver of any subsequent enforcement. Any waiver of any provision of this Agreement must be in writing and signed by Service Experts.

**SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement.

**ASSIGNMENT:** Customer may not assign its rights and obligations under this Agreement without the prior written consent of Service Experts. Service Experts may freely assign its rights and obligations under this Agreement. This Agreement will bind the parties and their respective successors and permitted assigns.

**SURVIVAL:** All terms or provisions of this Agreement that should reasonably survive termination of the Agreement to give full extent and meaning to the term or provision will survive termination of the Agreement.

**ENTIRE AGREEMENT:** This Agreement (together with specific state addendum and any program terms, if and as applicable) sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether oral or written, on the subject matter hereof. This Agreement will not be modified or amended without the express, written agreement of the parties. Except as expressly set forth herein, no prior or contemporaneous representations, warranties, inducements, or promises between the parties on the subject matter hereof, whether oral or written, shall be of any force or effect. No terms or conditions made by Customer in accepting or acknowledging this Agreement shall be binding except as expressly incorporated herein by Service Experts.