

ALL METRO AIR CONDITIONING (AMAC) TERMS AND CONDITIONS FOR SERVICE AND PREVENTATIVE MAINTENANCE AGREEMENT (PMA)

1 TERMS OF SERVICE PERFORMED:

- A) Due to the nature of HVAC services Customer understand and agrees possible DAMAGES MAY STILL OCCUR AFTER SERVICE and therefore the service performed today is not a guarantee that other problems still exist or will occur. No refunds will be given in situations where worked performed does not completely cure all the problems, and additional costs will apply to new repairs.
- B) You agree that AMAC is not responsible for incidental or consequential damages resulting from performance of services included but are not limited to damages to ceilings, carpets, rugs, driveways, landscape, ladders, roof, walls and/or furnishings. You agree to indemnify AMAC from third party claims and agree to take necessary precautions to protect your property from any damage by AMAC.
- C) Customer agrees AMAC is not liable for issues related to manufacturer, distributors, sub-contractors or warranty companies. This includes fees for lodging, shipping, portable a/c or heating systems or temporary repair.
- 1) EXISTING CONDITION:
- A) Customer understands and agrees that unless otherwise specifically stated on our invoice, we use your existing electrical wiring, breakers, duct work filter grills, line sets, roof jacks, exhaust pipes, gas lines, and other external components. Any additional work needed including drywall, trim or construction repair will be provided at an additional expense.
- B) Sometimes manufacturers require line sets to be larger than what you currently have. Even if it is contrary to the manufacturer's recommendations Customer understands and agrees to leave the existing line sets "as is" because of the difficulty and cost of replacing them. Customer further understands there is a possibility the line sets develop a refrigerant leak. If for some reason then line set needs replacing or work, you will be charged additional expense for this service.
- C) There is no guarantee on existing ductwork and Customer understands unless stated elsewhere on invoice, we use existing return and supply ducts, grills, and registers. You understand that we may not know if enlargement the system of these parts is needed until sometime after the system has been run. If existing parts prove to be insufficient there will be an additional expense for new modification.
- 3) REFRIGERANT LEAK POLICIES:
- A) If your unit is low on refrigerant, you understand you have a leak in your system, if you have a leak you have two choices: Perform one of several methods of repair if he leaks or refill it without repair.
- B) Leak searches may not be found due to size or location, but fees still apply. In the event we find a leak, repairing leak may still be unwise since the 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 will still require an additional fee for finding, repairing, and refilling the system.
- C) Older systems, R-22, or those showing extensive corrosion, a refrigerant repair or refill is considered a temporary solution and wasteful investment.
- 4) REJECTED REPLACEMENT OPTION AND REPAIRS:
- A) If AMAC makes recommendation to replace system, you may still opt for a cheaper short-term repair instead. When this situation arises, there is a good possibility the repairs will be short-lived or fail to achieve the desired performance and prove to be a waste of your money.
- B) A repair is not a guarantee the system is working perfectly and therefore there may be other problems with your system and repairs to older systems can even cause a higher strain on your system that can cause other parts to fail. These other failures are not covered under our warranty.
- C) If repairs did not wholly fix your problem, added costs apply to new repairs.
- 5) DEPOSIT FOR SERVICES AND INSTALLATIONS:
- A) AMAC requires a 50% DEPOSIT on all repairs and installations. This deposit is non-refundable. Deposits are considered partial payments towards work you have contracted in writing with us. SIGNING THIS INVOICE GIVES US PERMISSION TO START THE WORK BEHIND THE SCENE, such as ordering, shipping, and delivery of equipment and parts, employee scheduling, metal fabrication, ordering of crane, ordering permit, and other third party services.
- B) Regardless if payment was made, ONCE PERMISSION IS GIVEN TO ORDER PARTS OR EQUIPMENT CUSTOMER IS LIABLE FOR 50% OF INVOICE, regardless of any oral representation or promise by any AMAC representative or agent.
- 6) LIMITED WARRANTY & ADDITIONAL TERMS:
- A) Customers understands all materials, parts and equipment are warranted by then manufacturer's written warranty only.
- B) You agree there is no warranty on drain line leaks, refrigerant leaks, refrigerant leak checks, drain/condensate cleaning services, water leaks, gas leaks, air-flow repairs or services, "unit freezing up" services or repairs, air flow problems, filter racks, furnace doors, fan limit or CFM settings, pilot lighting, vibration noise, fuse replacement, zone control services, comfort issues, roof penetrations, older roof curbs or plenum seals, roof staining, cracked roof tiles, damper services, humidifiers, tripped breakers, air cleaners, troubleshooting, or inspection.
- C) You agree there are no refunds, even if you or another person or company disagrees with our diagnosis, labor services, repairs or recommendations.
- D) Customer understands we are at the manufacturer's supply houses, which sometime delivers then wrong part or does not have parts in stock. AMAC will not be held liable for these delays.
- E) AMAC warranties become null and void if customer has any outstanding invoices with AMAC or other company servicing the equipment.
- F) AMAC warranties shall be serviced by AMAC personnel only. Other company repairs or diagnostics will never be reimbursed by AMAC.
- G) In the event Customer solicits technician or technicians solicits Customer for "side work" AMAC will not be liable for unauthorized work and all AMAC warranties and programs will become void without refund. Side work is considered theft and AMAC shall prosecute to the full extent of the law.
- H) For warranty claims at your request we will send out a designated service technician to determine the nature of the system's current operating condition. If then service technician determines the issue is a warranted issue, no service charges will be applied to the items covered under the warranty terms and conditions. If it is determined the service problem is NOT a warranted issue, a service fee shall apply at AMAC's current service call rate. Any additional non-warranty labor or repairs or service will be charged a minimum labor diagnostic fee of \$99, plus the AMAC current service trip rate of \$55. Warranties provide coverage only to Customer performed: M-F 8AM - 5PM, excluding holidays.
- I) AMAC shall not be liable for any damage caused by delays in performing work and there are no guarantees as to repair time. Speed of repair is based on part availability, location, seasonal demand, and staff availability.
- J) AMAC warranties are void once another person or company works on the system during warranty period.
- K) Customer agrees we may contact by telephone and/or email, even if your number is on a do not call registry list. If you wish to be on the DNC list you may request so in writing on this invoice.
- 7) DISCLAIMER OF WARRANTIES:
- A) AMAC provides a Limited Warranty for the goods and services provided on this invoice. The warranty remains in effect for 30 days following the completion of the service and/or installation of goods. EXCEPT FOR OUR 30-DAY LIMITED WARRANTY, WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING OUR SERVICES. WE DON'T PROMISE ERROR-FREE SERVICES AND DO NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.
- B) You agree that 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 to our services; d) mold or mold development; e) structural stability of building; f) roof leaks surrounding HVAC exhaust and plenum seats; g) building electrical wiring; h) things beyond our control, including acts of God, riot, strike, or terrorism or government orders or acts.
- 8) LIMITED LIABILITY:
- A) TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS MADE TO THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTIBLE TO YOUR 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 RELATING TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH OUR SERVICES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR COST OF REPLACEMENT PRODUCTS AND SERVICES.
- 9) DISPUTE RESOLUTION AND MUTUAL NON-DISPRAGEMENT CAUSE:
- A) Both parties agree to first contact the other with any disputes and provide a written description of the problem with all relevant information and proposed resolution. You agree to contact u with disputes by emailing at allmetroairconditioningaz.com or writing us at the address on this invoice.
- B) In an effort to ensure fair and honest public feedback, and prevent harmful libelous comments, YOUR ACCEPTANCE SIGNATURE ON THIS WORK ORDER PROHIBITS YOU FROM PUBLICALLY POSTING DEFAMATORY COMMENTS intended or reasonably expected to NEGATIVELY IMPACT AMAC's REPUTATION OR EMPLOYEES. Disparaging remarks, comments are those that impugn the character, honesty, integrity, morality, business expertise or abilities in connection with any aspect of the operation of AMAC.
- C) The Arizona Registrar of Contractors stipulates licensed contractors have a right to correct their own work. Should you desire to lodge a complaint against AMAC, you first agree to allow AMAC the opportunity to rectify and/or satisfy your complaint. If you feel the need to have a third party assist with your complaint, you agree to utilize the services of the Arizona Registrar of Contractors.
- D) At no point should another contractor inspect or work on the system without an AMAC representative present.
- E) Our services involve many complex components which can, even when just installed, breakdown unexpectedly, and without AMAC fault. Both parties agree to a 30-day "Standstill Period" to allow both parties ample time to rectify grievances, during which neither party will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way to malign, harm, disparage, defame or damage the reputation of either party, its business, family members, employees or affiliates.
- 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.
- 10) NO CLASS ACTIONS:

A) TO THE EXTENT ALLOWED BY LAW, BOTH PARTIES WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS. THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

11) INDEMNIFICATION:

A) You agree to indemnify, defend and hold harmless from any claims arising out of your actions, including, but not limited to, violating this Agreement, any applicable law or regulation or the rights of any third party.

12) PRICING FOR OUR SERVICES:

A) We accept Visa, Mastercard, AMEX, Discover and offer in-house financing based on third-party approval of credit (OAC).

B) If you fail to pay monies due, you agree we have the right to charge you a late payment fee of 1.5% of the balance owed for every month the balance is unpaid (before or after any judgment).

C) You agree that you will be liable for and will, upon demand, pay all of our reasonable expenses and costs incurred in the collection of overdue monies including check dishonor fees, debt collector's fees, legal costs (on a solicitor/agent/client basis) and court costs.

D) 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 you and any of our obligations under this Agreement, Invoice or any other type of Contract between you and us, if any check, credit card payment or electronic funds transfer we receive in payment of any amount owed by you is dishonored or reversed.

13) PMA SERVICE PLAN:

A) Upon payment of the PMA SERVICE PLAN, a Preventative Maintenance Agreement (PMA), AMAC agrees to offer maintenance services and discounted rates for the HVAC listed on the front of this invoice. This entitles recipient to the following benefits:

- PMA front-Of-The-Line-Pass (faster repair service in 24 hours)
- Service 365 Days a Year (Weekends, Evenings & Holidays)
- Extended Warranties
- No Trip or Travel Charges
- Free Annual A/C Check
- Free Annual Heating Check
- Free Coil Cleaning (Outdoor coils retail at \$169)
- 50% off Refrigerant Fees (Excludes R-22 expired warranty)
- No Overtime/Evening Rates
- 10% Off Lowest Diagnosis Fees (Flat rate regardless of time)
- 10% Off Replacement Parts (Off Book Price)
- 10% Off Labor Fees (PMA always off lowest labor rate)
- 10% Off New Equipment/Systems (HVAC, Water Tanks/Treatments)
- Fully Transferrable to New Owner (New resident gets free check-up)

14) PMA AGREEMENT TERMS:

A) AMAC agrees to perform all work professionally, provide written receipt of work completed, and to furnish only materials in good quality.

B) Customer shall provide reasonable access to equipment and duct work (attic) and allow AMAC to operate equipment as necessary to fulfill tasks.

C) All maintenance and non-emergency repairs or replacements will be performed during AMAC's normal working hours. For safety and insurance purposes, technicians are not permitted to work in the dark (night).

D) The Customer agrees to inform AMAC immediately of problems found in the operation of the equipment. Problems include, changes to home comfort, noises, increased electric bills, higher humidity, odors, or electrical or equipment failures.

E) AMAC may charge the Customer for service calls made at the Customer's request where no defect is found (Phantom Calls), as per discretion of AMAC technicians. This includes inoperability of system caused by improper operation or understanding of use by Customer, battery replacements, dirty filters, noises that don't present themselves, or noises or water leaks on non-HVAC items.

F) The Customer agrees to pay for any additional, gross amounts of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by AMAC on behalf of the Customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.

G) AMAC shall make best effort to remind Customer to schedule maintenance by phone and/or email. Regardless, it is the Customer's responsibility to schedule appointments. If check-up is desired prior to summer, Customer shall set appointment as early as possible to avoid delay due to demand.

H) Upon acceptance of this Agreement, AMAC assumes all equipment covered is 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 MAINTENANCE AGREEMENT OR THE AGREEMENT MAY BE CANCELED OR REVISED WITHOUT REFUND.

I) Repair or replacement of non-maintainable parts of the system such as, but not limited to, duct work, grills, registers, padding, plenums, insulation, service valves, piping, shell and tube, cabinets, electrical wiring, condensate pumps, evaporative coolers, pads, air filters, structural supports and other non-moving parts, are not included in this Agreement.

J) If the equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly or terminated without refund.

K) In the event additional equipment is added to the Customer's heating and/or air conditioning system, then same will be covered at an increase of the annual charge. Customer may not delete equipment or accessories from the annual maintenance provided hereunder.

L) To the extent permitted by applicable law, in the event AMAC cannot reach Customer after three reasonable attempts or is not permitted to perform the service after three attempts to schedule such service, then Customer agrees 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 obligation to provide the services.

15) ITEMS NOT COVERED BY PMA AGREEMENT

A) 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 brownouts, rust, corrosion, or other abnormal conditions.

B) Any pre-existing conditions within the covered dwelling in violation of an applicable code exists or other abnormal conditions.

C) Regardless of items listed on this Invoice, under no circumstances shall AMAC be held liable for the diagnosis, repair, removal, or remediation of mold, asbestos, mildew, rot, fungus, or any damages resulting from these items. AMAC does not perform service, nor pays cost involving or related to hazardous or toxic materials.

16) PMA CANCELLATION POLICIES:

A) This PMA SERVICE PLAN may be cancelled at any time by contacting AMAC at 341 N Signal Butte Road, Apache Junction, AZ 85110. Cancellation ends 30-days after written notice is received. If Customer chooses to cancel program refund will be calculated on a prorated basis. If Customer received applied costs or discounts on repairs or maintenance at time of program purchase, discount on services shall be deducted from the prorated refund as well. Moving locations or the installation of new system shall not warrant a cancellation refund. There is a \$50 administration fee charged when cancelling the PMA Service Plan. AMAC has same right to cancel plan (for any reason) at the same pro-rated amount and terms outlined above.

17) FIRST TIME PMA MEMBERSHIP BENEFITS

A) First time VIP's may apply initial service fees towards any plan up to but not exceeding 25% of program cost.

18) PMA RENEWAL POLICY

A) PMA annual renewals can be discounted 10% if renewed prior to expiration.

AMAC TERMS AND CONDITIONS FOR NEW EQUIPMENT PROPOSALS AND INSTALLATION

1. DEFINITIONS. "All Metro Air Conditioning," "we" or "us" means Wayne Dog Enterprises, an Arizona limited liability company dba All Metro Air Conditioning (AMAC), its employees, agents, and representatives. "You" or "your" means the above-named customer. "Agreement" means this Agreement between you and AMAC, which includes this page, the General Terms and Conditions on the following page, the Specifications and any other documents expressly made a part of this Agreement. "Unit" means the HVAC air conditioning unit identified in this agreement. "Installation" means the installation services specified in this Agreement. "Additional Work" is any work ordered by you or agreed to by you beyond the scope of the work described in the Agreement. "Property" means the real property, which may include a building or dwelling, with the address identified above. "Scuttle Hole" means any gap or space remaining in the ceiling after installation of a new Unit because the replacement Unit differs in size from the replacement Unit. Other terms may be defined in further provisions of this Agreement.

2. SCOPE. This Agreement is between you and AMAC. AMAC will sell the Unit and other goods identified in this Agreement and/or provide the install services identified in this Agreement, all upon the terms and conditions of this Agreement. We do not perform, provide or arrange for additional architectural, engineering, or electrical services. Installation will be completed in substantial accordance with this Agreement, subject to any Change Order signed by you and AMAC. If, in order to perform the Installation, your building or dwelling requires structural work such as removing, altering or modifying your walls, ceiling, roof or drywall, we may provide those services or find someone who can provide those services at an additional cost. If we perform the services, then the additional cost will be included in the Change Order, which describes the additional work and costs.

3. INSTALLATION. Installation shall be performed in a workmanlike manner in accordance with the industry standard and applicable law.

4. YOUR RESPONSIBILITIES. You agree not to allow unattended minors at your Property at any time while AMAC is present at your Property. You agree to restrain all pets and keep them away from AMAC and all work areas. You agree that if you or anyone within your control interferes with or delays Installation, you may be subject to transportation and storage charge charges and other charges resulting from interference or delay. You will not assign or transfer this Agreement. You agree to notify AMAC in writing of all claims against AMAC under this agreement within thirty (30) calendar days of the date you first become aware of your claim. AMAC will use reasonable efforts to resolve your claim within sixty (60) calendar days of receiving written notice from you.

5. CHANGE ORDERS. AMAC, at your request, may perform additional or different work, pursuant to a Change Order signed by you and AMAC and subject to additional charges payable by you to AMAC. Any change to Installation (i.e. substitution of materials or expansion of the scope of work) or any construction or repair work (i.e., modifying, removing, replacing or repairing drywall) will require you and AMAC to first sign a written Change Order, which will become part of this agreement. A Change Order must be clear in scope, specify any additional charges and payments, and the anticipated start and finish dates of the additional work.

6. CHANGE IN WORKING CONDITIONS. If AMAC discovers previously undisclosed or unidentified encumbrances on your Property, or any building code or zoning violations, or hidden or unforeseen physical or hazardous conditions such as the presence of overhead utility lines, mold, asbestos, lead paint, problems with the ceiling or drywall, or any other conditions that are different than what you represented, then AMAC may discontinue Installation without further obligation to you until the condition is remedied or a Change Order is signed by you for the work necessary to remedy the condition. If you decline to sign the change order, then AMAC may terminate this agreement as set forth in Section 11.

7. PAYMENTS. You agree to pay AMAC for the Unit delivery, Installation and any other good identified in the Agreement at the time of service on accordance with the terms and conditions of this Agreement. Notwithstanding any arrangements for partial payments, the full amount of the Agreement must be immediately paid upon substantial completion of the work defined by AMAC. Payment by check made payable to All Metro Air Conditioning and delivered to an authorized representative of AMAC. However, you may choose to pay for merchandise or services under this Agreement by using your credit card. Payments made by credit card are subject to the terms and conditions of your separate cardholder agreement (to which AMAC is NOT a party), which will determine the total cost of your purchase including your initial payment or deposit and all interest charges and fees. In addition to any other amounts under this Agreement, you agree to pay \$50 to AMAC for each and every check that is returned to AMAC for reason of insufficient funds, stop payment or for any other reason whatsoever, and for any charge on credit card that is wrongfully disputed or charged back after services are rendered or parts are ordered by AMAC under this Agreement, and for all charges, fees, costs and expenses incurred by AMAC in collecting any and all amounts owed by you under this Agreement regardless of the success of collection including, without limitation, the cost of hiring a collection agent or agents, attorneys' fees or costs, investigator fees and costs, court fees and costs and interest at the highest rate authorized by law. In addition to any other remedies under this Agreement or at law, AMAC may record a mechanics' lien or a materialmen's lien on your Property in accordance with A.R.S. Sec.33-981 et.seq., as amended, for any and all amounts owed by you to AMAC pursuant to this Agreement or otherwise incurred by AMAC in pursuing or enforcing its rights under this Agreement. If suit or action by an attorney is instituted, you promise to pay reasonable attorneys' fees in said suit or action. It is specifically understood that all, billing accounts receivables, and credit functions are processed through AMAC's home office in Apache Junction, Maricopa County, Arizona. Consequently, it is understood that in the event of a suit or action, same shall take place in Maricopa County, Arizona and this will be at the option of AMAC. You understand you are waiving your rights to litigate outside of Maricopa County, Arizona.

8. SECURITY INTERESTS AND LIENS. If you make all payments as required under this agreement, no lien or security interest will be placed against your Property by AMAC. A security interest filed against your property create a lien claim against your Property to secure payment under this Agreement and may cause a loss of your property if you fail to pay as required under this Agreement. Upon providing AMAC full payment of the Unit, delivery, Installation and any other goods identified in this Agreement you should request from AMAC a signed, unconditional release or waiver of AMAC's right to place a claim against your Property for work completed and fully paid for as of that date. You may ask an attorney about your rights to discharge a security interest in your Property.

9. LIMITED WARRANTY. DURING THE WARRANTY PERIOD, AMAC WILL REPAIR AT NO CHARGE TO YOU ANY DEFECTS DUE TO FULTY WORKMANSHIP. ANY WARRANTY REPAIRS WILL BE PERFORMED DURING NORMAL BUSINESS HOURS. ANY WORK PERFORMED AFTER HOURS, ON WEEKENDS OR ON HOLIDAYS IS SUBJECT TO ADDITIONAL FEES AND CHARGES. YOU UNDERSTAND AND ACKNOWLEDGE THAT ALL WARRANTY WORK MUST BE PERFORMED BY AMAC. WARRANTIES DO NOT COVER DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CARE OR CLEANING. ALL WARRANTIES ARE NULL AND VOID IF THE UNIT (OR ITS PARTS) IS SERVICED OR ALTERED BY YOU NOR ANY THIRD PARTY. THE UNIT AND ITS PARTS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS WARRANTY PROVIDES YOU WITH SPECIFIC RIGHTS; HOWEVER, YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

10. LIMITS OF LIABILITY. AMAC is not liable for damage to the Unit or its parts which occurs prior to AMAC accepting delivery of the Unit. In addition, AMAC is not liable for any work performed by you or any third party on the Unit sold to you under this Agreement or its parts. AMAC is not liable for any damage to (a) the Unit or its parts, (b) you, (c) the Property, or (d) any person or property at the Property which is caused by you or any third party.

11. TERMINATION BY AMAC. If you breach this Agreement, or AMAC discovers previously undisclosed encumbrances on your Property, building code or zoning violations, or hidden or unforeseen physical or hazardous conditions such as the presence of mold, asbestos, lead paint, or any other conditions that are different from what you represented, AMAC, may immediately terminate this Agreement without further obligation to you. Notwithstanding any termination of this Agreement whether by AMAC or you, you agree to pay AMAC all costs of materials, labor and services incurred by AMAC through then date of termination including, without limitation restocking fees for custom parts, plus any other amounts allowed under applicable law.

12. RETURNS/CANCELLATIONS. All merchandise is non-refundable, and its purchase price cannot be refunded unless incorrectly ordered by AMAC, or unless damaged beyond repair during delivery. Please contact AMAC for additional details concerning returns.

13. COMPLAINTS. If you have any complaints or concerns, call us first at (602) 460-6602 and ask to speak with a service manager. You can also write your concerns by email to allmetroairconditioningaz@gmail.com, or by letter to 341 N. Signal Butte Road, Apache Junction, AZ 85110.

14. RETURNED CHECKS. Should your check be returned for insufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check is your acknowledgement and acceptance of this policy and its terms and conditions.

15. REBATES & CREDITS. You should contact a tax professional, the Unit's manufacturer and any utility company before purchasing the Unit or authorizing work. Tax credits and rebates are subject to change and the Property/Unit may not meet all requirements. AMAC is not qualified to provide tax and/or legal opinions on these matters.

16. FORCE MAJEURE CLAUSE. AMAC is not liable for damage to a Unit or structure surrounding a Unit that we have repaired, maintained or replaced due to a severe storm, flood anything that can be construed as an Act of God or terrorist attack or war.

17. INSURANCE/THIRD PARTY. The customer is responsible for any balances unpaid by Insurance or Third-Party Agreements.

18. ENTIRE AGREEMENT. You understand that (i) this Agreement constitutes the entire understanding between you and AMAC with respect to the subject matter addressed herein, that (ii) only a Change Order signed by you and by an authorized representative of AMAC, an (iii) it expressly superseded all prior written or oral agreement between the parties with respect to the subject matter hereof. Except as otherwise expressed herein, you agree that there are no other representations of warranties expressed or implied, made by AMAC upon which this Agreement is made or conditioned, and you expressly disclaim their existence. By execution hereof, you acknowledge that you have received a completed copy of this Agreement.

19. QUESTIONS OR CONCERNS ABOUT INSTALLATION OR YOUR ORDER? If you have any questions about this Agreement, the parts and merchandise or installation, please contact an AMAC representative at (603) 460-6602, by email at info@allmetroairaz.com or you may also contact AMAC in writing at the address listed on the front page of this Agreement.

**NEW EQUIPMENT PROPOSALS AND INSTALLATION
TERMS AND CONDITIONS**

1. **DEFINITIONS.** "All Metro Air Conditioning," "we" or "us" means Wayne Dog Enterprises, an Arizona limited liability company dba All Metro Air Conditioning (AMAC), its employees, agents, and representatives. "You" or "your" means the above-named customer. "Agreement" means this Agreement between you and AMAC, which includes this page, the General Terms and Conditions on the following page, the Specifications and any other documents expressly made a part of this Agreement. "Unit" means the HVAC air conditioning unit identified in this agreement. "Installation" means the installation services specified in this Agreement. "Additional Work" is any work ordered by you or agreed to by you beyond the scope of the work described in the Agreement. "Property" means the real property, which may include a building or dwelling, with the address identified above. "Scuttle Hole" means any gap or space remaining in the ceiling after installation of a new Unit because the replacement Unit differs in size from the replacement Unit. Other terms may be defined in further provisions of this Agreement.
2. **SCOPE.** This Agreement is between you and AMAC. AMAC will sell the Unit and other goods identified in this Agreement and/or provide the install services identified in this Agreement, all upon the terms and conditions of this Agreement. We do not perform, provide or arrange for additional architectural, engineering, or electrical services. Installation will be completed in substantial accordance with this Agreement, subject to any Change Order signed by you and AMAC. If, in order to perform the Installation, your building or dwelling requires structural work such as removing, altering or modifying your walls, ceiling, roof or drywall, we may provide those services or find someone who can provide those services at an additional cost. If we perform the services, then the additional cost will be included in the Change Order, which describes the additional work and costs.
3. **INSTALLATION.** Installation shall be performed in a workmanlike manner in accordance with the industry standard and applicable law.
4. **YOUR RESPONSIBILITIES.** You agree not to allow unattended minors at your Property at any time while AMAC is present at your Property. You agree to restrain all pets and keep them away from AMAC and all work areas. You agree that if you or anyone within your control interferes with or delays Installation, you may be subject to transportation and storage charge and other charges resulting from interference or delay. You will not assign or transfer this Agreement. You agree to notify AMAC in writing of all claims against AMAC under this agreement within thirty (30) calendar days of the date you first become aware of your claim. AMAC will use reasonable efforts to resolve your claim within sixty (60) calendar days of receiving written notice from you.
5. **CHANGE ORDERS.** AMAC, at your request, may perform additional or different work, pursuant to a Change Order signed by you and AMAC and subject to additional charges payable by you to AMAC. Any change to Installation (i.e. substitution of materials or expansion of the scope of work) or any construction or repair work (i.e., modifying, removing, replacing or repairing drywall) will require you and AMAC to first sign a written Change Order, which will become part of this agreement. A Change Order must be clear in scope, specify any additional charges and payments, and the anticipated start and finish dates of the additional work.
6. **CHANGE IN WORKING CONDITIONS.** If AMAC discovers previously undisclosed or unidentified encumbrances on your Property, or any building code or zoning violations, or hidden or unforeseen physical or hazardous conditions such as the presence of overhead utility lines, mold, asbestos, lead paint, problems with the ceiling or drywall, or any other conditions that are different than what you represented, then AMAC may discontinue Installation without further obligation to you until the condition is remedied or a Change Order is signed by you for the work necessary to remedy the condition. If you decline to sign the change order, then AMAC may terminate this agreement as set forth in Section 11.
7. **PAYMENTS.** You agree to pay AMAC for the Unit delivery, Installation and any other good identified in the Agreement at the time of service on accordance with the terms and conditions of this Agreement. Notwithstanding any arrangements for partial payments, the full amount of the Agreement must be immediately paid upon substantial completion of the work defined by AMAC. Payment by check made payable to All Metro Air Conditioning and delivered to an authorized representative of AMAC. However, you may choose to pay for merchandise or services under this Agreement by using your credit card. Payments made by credit card are subject to the terms and conditions if your separate cardholder agreement (to which AMAC is NOT a party), which will determine the total cost of your purchase including your initial payment or deposit and all interest charges and fees. In addition to any other amounts under this Agreement, you agree to pay \$50 to AMAC for each and every check that is returned to AMAC for reason of insufficient funds, stop payment or for any other reason whatsoever, and for any charge on credit card that is wrongfully disputed or charged back after services are rendered or parts are ordered by AMAC under this Agreement, and for all charges, fees, costs and expenses incurred by AMAC in collecting any and all amounts owed by you under this Agreement regardless of the success of collection including, without limitation, the cost of hiring a collection agent or agents, attorneys' fees or costs, investigator fees and costs, court fees and costs and interest at the highest rate authorized by law. In addition to any other remedies under this Agreement or at law, AMAC may record a mechanics' lien or a materialmen's lien on your Property in accordance with A.R.S. Sec.33-981 et.seq., as amended, for any and all amounts owed by you to AMAC pursuant to this Agreement or otherwise incurred by AMAC in pursuing or enforcing its rights under this Agreement. If suit or action by an attorney is instituted, you promise to pay reasonable attorneys' fees in said suit or action. It is specifically understood that all, billing accounts receivables, and credit functions are processed through AMAC's home office in Apache Junction, Maricopa County, Arizona. Consequently, it is understood that in the event of a suit or action, same shall take place in Maricopa County, Arizona and this will be at the option of AMAC. You understand you are waiving your rights to litigate outside of Maricopa County, Arizona.
8. **SECURITY INTERESTS AND LIENS.** If you make all payments as required under this agreement, no lien or security interest will be placed against your Property by AMAC. A security interest filed against your property create a lien claim against your Property to secure payment under this Agreement and may cause a loss of your property if you fail to pay as required under this Agreement. Upon providing AMAC full payment of the Unit, delivery, Installation and any other goods identified in this Agreement you should request from AMAC a signed, unconditional release or waiver of AMAC's right to place a claim against your Property for work completed and fully paid for as of that date. You may ask an attorney about your rights to discharge a security interest in your Property.
9. **LIMITED WARRANTY.** DURING THE WRRNTY PERIOD, AMAC WILL REPAIR AT NO CHARGE TO YOU ANY DEFECTS DUE TO FULTY WORKMANSHIP. ANY WARRANTY REPAIRS WILL BE PERFORMED DURING NORMAL BUSINESS HOURS. ANY WORK PERFORMED AFTER HOURS, ON WEEKENDS OR ON HOLIDAYS IS SUBJECT TO ADDITIONAL FEES AND CHARGES. YOU UNDERSTAND AND ACKNOWLEDGW THAT ALL WARRANTY WORK MUST BE PERFORMED BY AMAC. WARRANTIES DO NOT COVER DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CARE OR CLEANING. ALL WARRANTIES ARE NULL AND VOID IF HE UNIT (OR ITS PARTS) IS SERVICED OR ALTERED BY YOU NOR ANY HTRID PARTY. HE UNIT ND IRS PARTS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS WARRANTY PROVIDES YOU WITH SPECIFIC RIGHTS; HOWEVER, YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.
10. **LIMITS OF LIABILITY.** AMAC is not liable for damage to the Unit or its parts which occurs prior to AMAC accepting delivery of the Unit. In addition, AMAC is not liable for any work performed by you or any third party on the Unit sold to you under this Agreement or its parts. AMAC is not liable for any damage to (a) the Unit or its parts, (b) you, (c) the Property, or (d) any person or property at the Property which is caused by you or any third party.
11. **TERMINATION BYN AMAC.** If you breach this Agreement, or AMAC discovers previously undisclosed encumbrances on your Property, building code or zoning violations, or hidden or unforeseen physical or hazardous conditions such as the presence of mold, asbestos, lead paint, or any other conditions that are different from what you represented, AMAC, may immediately terminate this Agreement without further obligation to you. Notwithstanding any termination of this Agreement whether by AMAC or you, you agree to pay AMAC all costs of materials, labor and services incurred by AMAC through then date of termination including, without limitation restocking fees for custom parts, plus any other amounts allowed under applicable law.
12. **RETURNS/CANCELLATIONS.** All merchandise is non-refundable, and its purchase price cannot be refunded unless incorrectly ordered by AMAC, or unless damaged beyond repair during delivery. Please contact AMAC for additional details concerning returns.
13. **COMPLAINTS.** If you have any complaints or concerns, call us first at (602) 460-6602 and ask to speak with a service manager. You can also write your concerns by email to allmetroairconditioningaz@gmail.com, or by letter to 341 N. Signal Butte Road, Apache Junction, AZ 85110.
14. **RETURNED CHECKS.** Should your check be returned for insufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check is your acknowledgement and acceptance of this policy and its terms and conditions.
15. **REBATES & CREDITS.** You should contact a tax professional, the Unit's manufacturer and any utility company before purchasing the Unit or authorizing work. Tax credits and rebates are subject to change and the Property/Unit may not meet all requirements. AMAC is not qualified to provide tax and/or legal opinions on these matters.
16. **FORCE MAJEURE CLAUSE.** AMAC is not liable for damage to a Unit or structure surrounding a Unit that we have repaired, maintained or replaced due to a severe storm, flood anything that can be construed as an Act of God or terrorist attack or war.
17. **INSURANCE/THIRD PARTY.** The customer is responsible for any balances unpaid by Insurance or Third-Party Agreements.
18. **ENTIRE AGREEMENT.** You understand that (i) this Agreement constitutes the entire understanding between you and AMAC with respect to the subject matter addressed herein, that (ii) only a Change Order signed by you and by an authorized representative of AMAC, an (iii) it expressly superseded all prior written or oral agreement between the parties with respect to the subject matter hereof. Except as otherwise expressed herein, you agree that there are no other representations of warranties expressed or implied, made by AMAC upon which this Agreement is made or conditioned, and you expressly disclaim their existence. By execution hereof, you acknowledge that you have received a completed copy of this Agreement.
19. **QUESTIONS OR CONCERNS ABOUT INSTALLATION OR YOUR ORDER?** If you have any questions about this Agreement, the parts and merchandise or Installation, please contact an AMAC representative at (602) 460-6602, by email at info@allmetroairaz.com or you may also contact AMAC in writing at the address listed on the front page of this Agreement.