

SERVICE PLAN AGREEMENT TERMS & CONDITIONS

This Service Plan Agreement (this “Agreement”) sets forth the terms and conditions under which we provide you the services described below. Please read these Terms and Conditions carefully. Coverage may be limited and certain exclusions apply.

1. DEFINITIONS

“Plan” means the VIP Assurance Plan as applicable.

“You” and “Yours” means the resident or owner of the Eligible Facility covered by the Plan.

“We”, “Us” and “Our” means Hauser Air.

“Agreement” means the agreement made up of these Terms and Conditions and the Enrollment Form executed by you.

“Authorized Repair Technician” means the repair person we dispatch in response to your call.

“Eligible Facility” means a single family residence or small business operating with a five ton heating or air conditioning unit or smaller, located within our service area. If the Eligible Facility is a house, townhouse, condominium, apartment unit, modular home, or a manufactured home, it must be anchored to a permanent foundation and not moved for the duration of the Plan and applies only to the Equipment and systems serving the individual unit, not the common areas or shared systems in multiple unit dwellings.

“Effective Date” means the date stipulated on the VIP Assurance Enrollment Form.

2. SERVICES

The Plan covers the cost for the specific diagnosis and repair work itemized herein to repair equipment rendered inoperable due to a mechanical failure caused by routine wear and tear subject to the applicable limitations and exclusion (the “Services”). The decisions to repair or replace a part will be made by us, in our reasonable discretion. The plan does not provide any Service other than as specified herein.

3. ELIGIBILITY

The Equipment eligible for coverage under the Plan are natural gas or electric furnaces, air handlers, heat pumps, electric powered central air conditioner, package units, and mini-split systems (“Equipment”). The Equipment must be located in Eligible Facilities and:

- Located within the confines of the permanent foundation of the Eligible Facility
- Properly installed and in proper working order on the Effective Date
- Safely and easily accessible for diagnosis and repair by the Authorized Repair Technician
- Located in a safe environment for the Authorized Repair Technician

4. TERM AND RENEWAL

The term of this Agreement shall commence on the Effective Date and continue for one year (the “Initial Term”). After the Initial Term, this Agreement will automatically renew in additional one-year increments unless terminated in writing no later than 10 days after your anniversary date to the address set forth in “How to Contact Us” or as otherwise provided in this Agreement. Customers residing in states that do not allow automatic renewal of Services shall receive a written notice.

5. CHANGES TO TERMS OF SERVICE

We will provide you written notification of any material changes to this Agreement 45 days in advance of the implementation of said changes. Notice will not be provided to you when changes are favorable to you or when changes are mandated by a regulatory agency. After notice of a material change, you may terminate this Agreement by providing written notice within the 45-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 45-day period, the change will be deemed accepted by you. If we discontinue the Plan, our liability will be limited to completing any repairs or parts replacements underway at the time the Plan is discontinued.

6. PAYMENTS

You agree to make payment either monthly or annually, plus any applicable taxes, as stated on the Enrollment Form. This Agreement provides for the Electronic Fund Transfer for the purpose of making your monthly payment. If you select annual payments, payment will be drafted from a preauthorized credit card on your anniversary date each year. Monthly payments will be drafted from a preauthorized credit card on the day which you enrolled in each following month. You will not receive a monthly or annual bill. If you fail to make payment when due for any reason, we may terminate your Plan as set forth below. If your payments are not current, we may refuse to provide service under the Plan. Except as otherwise specifically stated in this Agreement, your payments are non-refundable.

7. TERMINATION

By Us:

We may at any time immediately terminate the Plan for non-payment, fraud, or material misrepresentation without prior written notice. We may terminate the Plan any time by providing you with 30 days written notice

By You:

In addition to your rights of termination provided in Section 4, you may terminate this Agreement by providing us with 30 days prior written notice to the address set forth in "How To Contact Us" and you shall be obligated to pay us an early termination charge of \$150.00. You agree that the early termination charge is not a penalty but a reasonable estimate of the damages to us.

8. BUYER'S RIGHT TO CANCEL

You may cancel this Agreement without payment or liability as provided in more detail on the Enrollment Form. You may also cancel this Agreement without further liability if you move outside of our service area. You agree to provide us with a minimum of 15 days advance written notice of your move date.

9. UNAVAILABLE PARTS OR NON-REPAIRABLE EQUIPMENT

Replacement of the complete heating or cooling unit is not covered by the Plan. We will attempt to obtain a replacement part or an appropriate substitute as quickly as reasonably possible to repair your Equipment. Expedited shipping of parts is available upon your request and at your sole expense. You understand that limited availability of certain parts may result in delays from time to time.

If we cannot repair the Equipment because a part is obsolete, no longer available or we cannot obtain it at a commercially reasonable cost, we will not be liable to make the replacement and you may terminate the Agreement with no further obligation. If we have not provided Service to you in the existing one year term, we will refund the payments you have made during that one year period. If we have provided you service you will receive no refund and may terminate with no further obligation. At your request, we will provide a quote for the replacement and installation of new equipment at a discounted rate. If you purchase new Equipment from us, we will modify your Plan to exclude Service for the new equipment and advise you of your new lower monthly rate.

10. WARRANTY AND LIABILITY

Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. If the Plan had been cancelled or terminated, our obligation will continue, with respect to labor and defective parts, for 90 days after the date of the original repair. **WE ARE NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, OR ECONOMIC DAMAGES OR FOR LOSS OF DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW.**

All parts removed in connection with the Services become our property, and you agree to assign to us any assignable warranties available from any manufacturer or supplier of such removed part.

11. PERSONAL INFORMATION

We collect and use personal information about you in order to establish and manage our business relationship with you. We share such information about you with our Authorized Repair Technicians in

order to provide service under your Plan. you give us your consent to disclose information about you for the following purposes:

- Billing and/or supplying services to you under the Agreement,
- Law enforcement,
- Complying with a legal requirement, and
- Processing of past due accounts of yours which have been passed to a debt collection agency.

In order to maintain privacy of account and other proprietary customer information, we may request you provide us with certain information to verify your identity. You, your spouse, and any authorized representative you may designate on the account will be required to provide such verification information before we will release any information related to your account or make any changes to the account. Unless you tell us otherwise, you also give us your consent to use and disclose your personal information to make you aware of other products and services that may be of interest to you.

12. COVERAGE

Following a thorough diagnosis, the Authorized Repair Technician shall make the determination whether the Service is covered by the Plan. The Plan covers all parts within the heating and cooling unit casing as well as the thermostat, filter drier and txv valve, subject to the exclusions set forth herein.

- Compressor, Condenser Coil & Evaporator Coil -- The Plan covers parts and labor only if currently covered under the original equipment manufacturer's (OEM) warranty.
- Heat Exchanger -- The Plan covers parts and labor only if currently covered by the OEM warranty and is less than 12 years old
- Thermostat -- We will replace with a make/model of our choice similar to your existing thermostat

13. EXCLUSIONS

Equipment with existing design faults or that has been abused, tampered with or damaged due to freezing weather conditions, subsidence, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks or accidental or deliberate damage from vandalism or theft is not covered under the Plan. The Plan does not cover boilers, conversion burners, and equipment using conversion burners, ductless wall units, equipment sized over 5 tons, geothermal units, high velocity units, natural gas powered air conditioners, oil, or steam units and water cooled units. No Services will be provided if the Authorized Repair Technician is prevented from entering a Eligible Facility due to the presence of animals, insects, unsafe conditions, or if the Equipment is not easily accessible, or is located outside of the permanent foundation of the Eligible Facility (except for heat pumps & central air conditioning units.)

Equipment parts **NOT COVERED** under the Plan include, but may not be limited to:

- Air and Fuel Filters
- Back flow check valves
- Batteries
- Condensate pumps
- Dehumidifiers
- Disconnects
- Drainlines
- Ductwork and Grills
- Energy Recovery Ventilation
- External metal or plastic venting and all associated parts
- External drain tubing and all associated parts
- External line/low voltage wiring
- Firebox/combustion chamber
- Flushing the heat exchanger

- Fuses and Circuit Breakers
- Heat Recovery Units
- Heat Recovery Ventilation
- Humidifier
- Humidistat
- Low and high water cut-off valves
- Nitrogen isolation test to locate a refrigerant leak
- Surge Protection Devices
- UV sterilization systems
- Zone thermostats/controls and energy management controls
- Zoning and air cleaners, and any parts added on to your Equipment to accommodate ancillary equipment

The Plan **WILL NOT COVER:**

- Equipment r components not specifically listed in the Agreement
- The cost for diagnosis or labor if the system problem is due to an improper thermostat setting; an extinguished pilot light; blown fuse; or if the Equipment has been turned off.
- Loss or damage to your personal property caused by an Equipment failure, or the failure of any electrical, plumbing or drain system (e.g., damage to furniture caused by water leaks),
- Condenser coil damage due to external sources,
- Service to Equipment caused by the inadequacy or lack of capacity of the system, improper installation, a defect that was previously repaired, the design, or any modification made to the system unless performed by us under this Agreement
- We previously advised you to perform repairs to ensure your Equipment is in good working order,
- Electronic, computerized or energy management systems or devices, such as “Smart House”,
- Service necessitated by any loss or damage resulting from any cause other than normal usage,
- Damage to the Equipment due to chemical or sedimentary buildup, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Equipment, rust, corrosion, insect infestation, mold, mildew or bacterial manifestations, missing parts, structural change, fire,freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence, intentional acts, riot, accidents, pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use,
- Upgrades or the cost of construction, carpentry, or other modifications necessary to access existing Equipment or install new Equipment,
- The replacement or restoration of wall coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops , landscaping, or other similar items in the home or the repair of any structural or cosmetic defects as a result of the Service,
- Preventative maintenance, unless covered by the VIP Assurance Plan, and
- Consumable items, including but not limited to filters and fuses.

All service work under the Plan, including parts and labor must be provided by an Authorized Repair Technician. We will not reimburse you for service performed by someone other than us or one of our Authorized Repair Technicians.

14. ANNUAL OR PREVENTATIVE MAINTENANCE

All VIP Assurance Plan members can upgrade to the VIP Assurance Plan which includes an annual preventative maintenance check of your heating and cooling units and a safety test for carbon monoxide (if applicable). All plan members can upgrade to the VIP Assurance Plan and receive semi-annual maintenance checks and safety inspections. We will contact you when it is time to schedule your

maintenance and safety inspection, but it is your responsibility to schedule the appointment. Inspections must be scheduled during the existing on year term. Unused inspections will be lost upon the expiration of this Agreement.

15. BUILDING AND ZONING CODE REQUIREMENTS OF VIOLATIONS

If current building or other code violations are discovered by the Authorized Repair Technician before or during the performance of the Services, we shall stop work until you complete the necessary corrective work at your sole expense. If a permit is required to perform the Services, the cost of such permit will be charged to you. We will not perform the Service if the appropriate permits cannot be obtained.

16. HAZARDOUS MATERIALS:

The Services do not include the identification, detection, abatement, encapsulation, or removal of asbestos, radon gas, mold, or products or material containing asbestos, radon gas, mold, or other hazardous substances. If any hazardous materials are encountered in the course of performing the Service, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated, or removed, or it is determined that no hazard exists (as the case may require). We shall have no obligation to arrange for and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon gas, mold, or other hazardous products or materials.

17. MISCELLANEOUS

- a. This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of Ohio without regard to the conflict of laws provision thereof.
- b. If a dispute arises out of this Agreement and cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation. The fees for the mediation will be borne equally by the parties.
- c. These Terms and Conditions, together with the signed Enrollment Form, make up the entire agreement between you and us. There are no other written or verbal representations, rights, obligations, or inducements (including those of sales agents) that are binding on us.
- d. **Disputes or complaints about the Services provided by us or this Agreement should be directed to [513-777-7979](tel:513-777-7979)**
- e. We may assign this Agreement, in whole or part, or any of our rights and obligations hereunder, or pledge the Agreement or proceeds thereunder as security for any obligation, without your consent, to the fullest extent allowed by law. Upon such assignment, you agree that we shall have no further obligation under this Agreement. This Agreement is not assignable by you without our prior written consent. Any action we take or fail to take does not mean that we give up any of our rights under this Agreement.
- f. We will make commercially reasonable efforts to fulfill our obligations under this Agreement. Certain causes and events that are out of our reasonable control ("Force Majeure Event(s)") may result in our inability to perform under this Agreement. If we are unable to perform our obligations, in whole or in part, due to a Force Majeure Event, then our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall we be liable to you for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to, acts of God, fire, war, flood, earthquake, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, or any other cause beyond our reasonable control.
- g. If you smell gas or suspect there is a gas leak, leave the premises immediately and call your gas company from outside.

18. HOW TO CONTACT US

- By phone: [513-777-7979](tel:513-777-7979)
- By email: admin@hauserair.com
- By mail: Hauser Air - 9114 Columbus Cincinnati Rd, West Chester, OH 45069 Attn: Hauser Air Administrator.