

TERMS & CONDITIONS

The following general terms and conditions apply to all estimates and/or contracts from/with Mechollage, Inc. (the "Company"), as well as all Membership Plans – however, there are additional terms and conditions specifically for those subscribing to Membership Plans set forth below, and if there is a conflict between the general terms or conditions and the Membership Plan terms and conditions below, then the Membership Plan terms and conditions will prevail/apply.

1. Warranty: The following warranties will apply depending on the type of work performed under this agreement (different warranty terms may apply to different portions of work performed under this agreement):

- a. For new equipment and materials, the warranty will be consistent with the manufacturer's warranty with one-year labor warranty on workmanship performed by the Company from the date of occupancy or beneficial use, whichever first occurs.
- b. Small parts, filters, belts, electronic parts, fuses, lamps, sewer stoppages and other maintenance type items are not covered by warranty.
- c. The cost of service calls which are (i) resolved by starting and stopping the equipment, adjusting operating controls, and (ii) for responding to suspected but unfound problems are not covered by warranty.
- d. During the warranty period, repairs required due to lack of proper preventive maintenance will not be covered by warranty.
- e. No implied warranties may be assumed except as stated.
- f. No warranty on used equipment or parts.
- g. Company is not responsible for any special, indirect, or consequential damages, and covers only the cost of repair/replacement. It is the customers' responsibility to have contingency plans in the event equipment sold or serviced by Company should fail for any period of time during or after the warranty period.
- h. Warranty voided if any person other than an authorized representative of the Company works on any equipment covered by this warranty.

2. Right to Cancel:

You, the buyer, without penalty may cancel this transaction in writing, signed, dated and delivered to the address of Company not later than midnight of the third business day after the date of this transaction.

3. Payment; Collection:

- a. Unless otherwise stated, progress billings will be made by the end of each month or completion of significant stages of project, whichever first occurs as determined by Company, and shall be payable by the Customer immediately.
- b. Any price set forth in a proposal or estimate is subject to adjustment due to subsequent changes requested or authorized by the customer.
- c. The failure by customer to collect payments or reimbursements relating to this work from some other third party (i.e., insurance company) shall not relieve the customer's primary liability to Company, and the right of Company to collect the amounts owed hereunder shall not be contingent upon customer's ability to collect payment from any third party.
- d. Company reserves the right to terminate all warranty responsibilities if any payment is delayed more than thirty days from the date of invoice.
- e. In the event payment is not made within the terms stated herein, customer agrees to pay or reimburse Company all costs and fees (including reasonable attorneys' fees) incurred by Company in connection with collecting such payments, and shall, in addition, pay interest at a rate of 5% per month (or the highest rate permitted by applicable law, whichever is lower) on any past due amounts starting from date amount became due.

4. Job Site Facilities

- a. Unless otherwise agreed, customer agrees to provide following facilities at the job site:
 - I. Permanent or temporary power within fifty feet of the work area.
 - II. Permanent or temporary toilet facilities.
 - III. Telephone, for emergency use only.
 - IV. Dumpster for trash removal,
- b. Company reserves the right to refrain from working on any job where temporary facilities are not provided unless the customer agrees to pay extra for Company to make arrangements to compensate for the deficiency (e.g., rental generator etc.).
- c. Company reserves the right to postpone services due to unsafe or unsanitary site conditions.

5. Legal

- a. To the fullest extent permitted by law, customer shall indemnify and hold harmless the Company and its agents and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the performance of any services provided herein, provided that such claim, damage, loss or expense is caused in whole or in part by anyone for whose acts customer may be liable, regardless of whether it is caused in part by the negligence of Company.
- b. This agreement shall be interpreted under the laws of the State of Virginia, without regard to conflict of law principles. Any litigation relating to this agreement shall be resolved in the General District and/or Circuit Court of the City of Virginia Beach, Virginia.
- c. The underlying agreement to which these terms and conditions are attached, including exhibits, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.
- d. If any provision of these terms and conditions is held unenforceable, then such provision will be modified to reflect the parties' intention and all remaining provisions shall remain in full force and effect.
- e. Acceptance of the Company's proposal, either by signature authorization, by purchase order, by payment (partial or full), or letter of authorization (including email), shall be construed to mean acceptance of the proposal in its entirety.
- f. In no event shall Company's total liability to customer exceed the amount paid by customer to Company for materials or services.
- g. Events that are beyond the control of contractor that cause delays in work (including, but not limited to, acts of God, war, government emergencies or shutdown, strikes or labor stoppage, supply chain issues, etc.) shall not be deemed to count towards the number of days that contractor is afforded to complete work. Delays caused by such matters shall not be deemed an abandonment of the work by contractor, and contractor shall be afforded a reasonable extension of time, as applicable, under the circumstances.
- h. Contractor agrees to be responsible for confirming that all work performed will be in compliance with all local requirements for building permits, inspections, and zoning.
- i. Any modifications to the contract which change the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. Notwithstanding the foregoing, failure to comply with the foregoing does not preclude the recovery of compensation for work performed based on legal equitable remedies such as quantum meruit, or designed to prevent unjust enrichment .

ADDITIONAL TERMS & CONDITIONS FOR MEMBERSHIPS

References below to “we,” “us,” and “our” refer to the Company, and references below to “you” or “your” refer to the customer.

Conditions of Coverage. Upon initial visit by technician, the system will be inspected for compliance with Company criteria. Items determined to be necessary to bring system up to said criteria will be the responsibility and expense of the customer, and coverage under the membership will not be applicable until such criteria is met.

Service Hours: Normal services which are part of membership coverage (including preventative maintenance inspections) will be performed during Company’s regular working hours, Monday through Friday, 8:00 am to 5:00pm. Emergency service will be provided and billed at Company’s prevailing rates. Emergency service constitutes no cooling, no heat or water leaking where property damage may occur, as reasonably determined by Company in its discretion.

Repairs; Parts; Labor: Any repairs required beyond those provided by membership coverage will be brought to customer’s attention, and Company’s technician will not proceed with any such repairs unless customer authorizes the same. Services not covered by membership will be invoiced, and payment shall be due for same, upon completion.

In the event that the equipment under plan coverage is no longer economically repairable, we will provide customer with a quote to replace, and until replacement takes place no further service work will be performed. Customer is to keep equipment accessible and free from any obstructions that deter proper servicing of equipment. Areas around equipment, including crawl space must be accessible. Obligation to furnish replacement parts is subject to availability of parts from normal sources of supply. If parts are unavailable or obsolete contract coverage on these items is voided.

The membership service plan does not include any parts, materials, or labor except those specifically stated in your plan agreement. Services will be billed at the discounted rate set forth in the service plan. Any additional service work required beyond the preventative maintenance or by separate service call will be billed at the discounted rate of the service plan.

Term: The term of the membership plan coverage is effective on the date of invoice and will remain in force for one (1) year. Unless we notify you in writing within 30 days before the renewal date of any changes, we will renew this agreement for the same price and terms. Also be advised that the service plan will remain active for the full term unless a written notice of termination by the customer has been received by the Company. Please allow two weeks for termination processing. Fees owed for membership plans which are not paid in full within three months will be removed from customer’s account and any services performed during this period will be billed at Company’s prevailing (non-discounted) rates. Upon breach of terms or default in payment, Company reserves the right to withhold service. Failure on the part of the customer to make payment when due shall relieve the Company of the entire obligation of providing service under the service plan.

Renewal: Agreement is self-renewing and will renew annually at prevailing rates, terms and conditions, unless and until terminated by either party in writing on or before the date of renewal, not more than 30 days from renewal date.

Payment: Customer shall pay the full amount of any invoice within 7 days of the invoice, or as otherwise indicated on the invoice. If the customer does not pay the invoice when due, without prejudice to any other remedies Company may have, Company may charge interest as set forth in the general terms and conditions.

Cancellation: Either party may cancel the service plan at or before the time of its renewal by providing 30 days written notice no later than 30 days prior to renewal date. After 30 days from initial invoice date there is no refund of the amounts owed for the remainder of the term. Plans are transferable to a new homeowner when service is established with the Company.

Exclusions: Plan coverage does not cover parts or labor when failure is a result of the following:

Unnecessary or nuisance calls will be charged and paid by the customer at prevailing rates. Examples of such are thermostats incorrectly set or in the off position, emergency switches or disconnects turned off, clogged air filters, circuit breakers tripping and blown fuses due to power outages, etc. Company will not be held responsible for any changes, additions or deletions to existing equipment that may be dictated by local codes, government authorities, insurance companies, or any other third party unless authorized and paid for by the customer.

Plan does not cover loss or damage resulting from fire, water, windstorm, hail, lightning, earthquake, theft, riot, misuse or abuse, or any other circumstance beyond Company's control.

Plan does not cover high voltage electrical work, blown fuses, disconnects, circuit breakers, plumbing or piping, or other equipment beyond that listed herein - this also includes non-working parts of equipment, including diffusers, ductwork, blower housings, coils, unit cabinet, trim, pipes, supports, insulation, etc. Additional equipment used in conjunction with the operation of the system, such as humidifiers, air cleaners, electronic thermostats, etc. is not covered. Design criteria, air balancing, improper sizing, or design deficiencies beyond failure of equipment covered herein would be subject to an additional charge.

Liability for injury or damage to persons or personal property, or consequential damage resulting from defects in or non-operation of equipment or its accessories, or resulting damage from emergency drain pans or clogged condensate drain lines, are not covered. Variable speed replacement parts are not covered.

Default by Customer: Company reserves the right to terminate coverage without notice or refund if any of the following occur: Customer permits any person other than an employee or authorized representative of Company to perform service on customer's equipment; Customer fails to keep account current in accordance with existing credit policy of Company (in such case, Company reserves the right to withhold service).

Preventive Maintenance Inspection (PMI): This service is provided under the plan but in itself holds no monetary value. It is the customer's responsibility to contact our office to schedule inspection. Company is not responsible if PMI is not performed due to the unavailability of customer to schedule work.

Customer Representation: It is understood that all covered equipment is in proper operating condition at the time of enrolling in the plan, and that any intentional misrepresentation as to the condition or age of the equipment shall relieve Company of its obligations to repair the equipment.