

TERMS & CONDITIONS OF SALE

PAYMENT TERMS: The entire invoice is due upon completion of described work. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid. If applicable, sales tax is included in the price. If Seller commences litigation or employs attorneys to collect payment for any amount due it from Buyer, Buyer agrees to pay reasonable costs and attorney's fees which may be due. If my check does not clear, I realize I could be liable for more than the check amount plus the face value of the check and court costs. All parts will be removed from the premises and discarded unless otherwise specified herein.

COLLECTION COSTS: Customer agrees that it shall pay all expenses incurred by Seller for the collection of any delinquent accounts including, but not limited to, actual attorney's fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the state in which the work was performed.

WARRANTIES, AND LIMITATIONS ON WARRANTIES: Standard warranty is 1 year on labor and parts supplied by us. Seller warrants that all work performed and all parts and equipment which were installed in the servicing of the HVAC equipment was completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period of 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below). Seller's obligation for defective products and/or workmanship or any damage caused thereby, and Buyer's exclusive remedy, shall be limited, at Seller's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditions upon Seller receiving actual written notice of said defect within the 365 day period noted herein. These exclusions may have a limited or no warranty. If parts have been replaced by us and not worked on by anyone else during warranty period or use of items that damage HVAC parts supplied by us. Warranty period may be different if noted herein. (Warranty excludes worn out equipment or not doing recommended repairs, owner supplied equipment). All warranty issues must be allowed to be inspected and approved by One Hour Heating & Air Conditioning before any repair is made or warranty is voided. Warranty is not transferable. Seller is not liable for damage caused by weather or normal maintenance items not reviewed by whomever, or manufacture defects.

WARRANTY EXCLUSIONS: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM SELLER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY: (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO: AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

RESTRICTION OF THE PERIOD LIMITATION OF ACTION: Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Buyer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) days of receipt.

ALTERATIONS: Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by this Seller, will be cause to terminate Seller's obligation under the contract.

EXCLUSION OF COURSE OF DEALING: It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.

All warranty work will be performed during normal business hours. Any customer requiring warranty work not performed during regular business hours may be charged as an emergency service charge.

MARYLAND LAW FOR ALL “DOOR TO DOOR SALES” REQUIRES THE FOLLOWING “NOTICE OF CANCELLATION”.

You may cancel this transaction, without any penalty or obligation, within three business days from the date you signed this contract.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sales; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to One Hour Air Conditioning and Heating, 2702 Back Acre Circle, Suite 120, Mt. Airy, MD 21771 not later than midnight of the third business day following the date you signed your contract.

I hereby cancel this contract

(Buyer's Signature)

(Date)