



Central Air Conditioning Service Plan

130

396C 032019

Select Contract

Silver Cooling Parts Plan \$209.00 per System (condensers) x ____ systems \$ _____
Covers all replacement parts described in Parts Covered list
There are no additional coverage options available for this contract (Labor Not Covered)

Gold Cooling Plan \$309.00 per System (condensers) x ____ systems \$ _____
Covers all replacement parts described in Parts Covered list
Covers all Labor required to repair or replace parts covered

Platinum Cooling Plan \$479.00 per System (condensers) x ____ systems \$ _____
Covers all replacement parts described in Parts Covered list
Covers all Labor required to repair or replace parts covered
Includes Yearly Tune-up

Yearly Tune-up will be performed during normal business hours – Monday through Friday, 8 AM – 4 PM.

Yearly Tune-up includes a thorough inspection of the following: Belt Tension, CFM Across Evaporator Coils, Compressor Contactor, Condensate Drain, Evaporator Superheat, Operating Pressure, Pressure Switch Setting, Voltage to Meter, and Wiring. PM includes a cleaning of the Thermostat, external surface of the Condensing Coil, and flushing Drain Line as well as lubricating all moving parts. SLOMIN'S Preventive Maintenance will satisfy most major manufacturer's yearly requirements for maintaining warranties.

Select Options

Additional Coverage Options Available

- Freon Coverage-Maximum 6 Lbs per Season \$109.00 \$ _____
- Electronic Air Cleaner-Cleaning and Preventive Maintenance \$89.00 \$ _____
- Blower, Bearings, Shaft and Housing \$69.00 \$ _____
- Condenser Fan Blade/Motor \$79.00 \$ _____
- Full Year Coverage-Covers 6 Months "Off Season" Interim \$99.00 \$ _____

SUBTOTAL \$ _____

TAX (Nassau/Suffolk 8.625% & NYC 8.875%) \$ _____

TOTAL \$ _____

METHOD OF PAYMENT: Check \$ _____ Cash \$ _____ Credit Card \$ _____ ACH \$ _____

Credit Card Type: Visa MasterCard Discover Amex

Name on Card _____ Signature _____
(Print)

Credit Card # _____ Expiration Date: ____ / ____ CVV2: _____

Electronic Check Information: Checking or Savings (C/S) _____ Name on Bank Account _____
(Please print)

Bank Routing # _____ Bank Account # _____
(Nine numbers on bottom left of check) (Directly next to routing number)

AUTOPAY: I authorize SLOMIN'S, INC. to automatically charge the credit card/checking account shown above for all payments due under this contract. This automatic debit shall continue for the full term of this agreement and any renewal periods.

1. General Conditions: This plan covers only those parts and repairs specified herein which result from normal cooling operation during the effective period of the plan. In the event of service calls not covered under the plan, customer will be charged for all repair service and equipment at the prevailing rate. Slomin's shall not be liable for pre-existing conditions, blown fuses, customer's failure to turn on main switch, or any other cause not related to normal operation of the equipment or which may affect the ability of Slomin's to fulfill its obligations under the terms of the plan. It is the customer's responsibility to assure that the equipment is readily accessible for service. This agreement does not include parts or labor required as a result of abnormal conditions such as water damage, fire, flood, freezing, hurricane, or other such acts of God, power interruptions, or responsibility for secondary damage or for the loss or damage resulting from delays or failure to render service due to conditions beyond Slomin's control. The plan covers residential equipment only. Commercial units and window or wall air conditioning units are excluded from this plan. This agreement is subject to Slomin's inspection and approval. At Slomin's option the inspection may be waived. SLOMIN'S reserves the right to reject this agreement after inspection of the central air conditioning system. The term of this agreement is six (6) months, from April 15 to October 15 unless the full year coverage option is purchased then the term of the agreement shall be one (1) year from the date hereof. Upon expiration of this agreement, SLOMIN'S will invoice subscriber for the next April 15 to October 15 period or for the next year, if the full year coverage option is purchased. Subscriber's payment of invoice shall constitute Subscriber's acceptance of this agreement and this agreement will be extended to the next April 15 to October 15 period or for the next year if the full year coverage option has been purchased. This agreement must be cancelled by either party in writing within 30 days of renewal billing. The contract is not pro-rated and unless written notification is received within 30 days of billing, the full contract is due and payable.

2. Hours of Service: SLOMIN'S service will be performed during normal business hours, Monday through Saturday 8 AM to 4 PM excluding nationally recognized religious and political holidays. Buyer agrees to pay a \$100 surcharge, plus labor costs, for service calls requested outside of the normal business hours defined herein.

3. Parts Covered:

- | | | | | |
|----------------|--------------------------|----------------------|-------------------------|-------------------------------------|
| Fan Belt | Thermostat (not digital) | Starting Capacitor | Internal Control Wiring | Low Ambient Control |
| Starting Relay | High Pressure Control | Transformers | Motor Contactor | Evaporator Fan Motor (up to 1/2 HP) |
| Fan Relay | Running Capacitors | Low Pressure Control | Time Delay Control | |

4. Professional Recommendation: SLOMIN'S reserves the right to suspend coverage on any equipment that SLOMIN'S determines to be irreparable, or otherwise in need of replacement. SLOMIN'S will make the Buyer aware of the suspension of coverage verbally at the time of diagnosis. Further calls required on aforementioned equipment shall be billed at SLOMIN'S then prevailing time and material rates in addition to any applicable charges. SLOMIN'S shall have no obligation to repair or replace any equipment that, in SLOMIN'S sole discretion, is obsolete or irreparable.

5. Buyer's responsibility to facilitate service: SLOMIN'S abilities to fulfill service obligations under the terms of this contract are dependent on the Buyer's performance providing accurate information for diagnosis and access to equipment. Buyer agrees to pay SLOMIN'S then prevailing rate plus any applicable charges for recuperation of losses resulting from SLOMIN'S response to service requests based on misinformation or misrepresentation as to the nature, cause, corrections, severity or other pertinent factors directly or indirectly contributing to service requests and SLOMIN'S response thereto.

6. This agreement does not include: **A-**Parts or labor required as a result of abnormal conditions such as water damage, fire, flood, freezing, hurricane, or other such acts of God, power interruptions, or responsibility for secondary damage or for loss or damage resulting from delays or failure to render service due to conditions beyond SLOMIN'S control; **B-**Any guarantee expressed or implied as to the ability of the system to supply cooling; **C-**Service required as a result of the customer's failure to: replace fuse, reset circuit breaker, set thermostat properly; **D-**Labor for duct work and vent pipe, heat exchangers, electrical or plumbing work, balancing beyond the units, or any work required because of negligence or misuse of equipment; **E-**Any equipment or piping that is not fully accessible. **F-**Service required as a result of Buyer's failure to replace fuses, reset circuit breakers, and set thermostats properly. Buyer agrees to pay SLOMIN'S then prevailing rate for service rendered as a result of any of the aforementioned causes. **G-**Electrical, heating, plumbing, or sheet metal work or any other type of work which is outside the scope of air conditioning work regardless of how such work is connected or not connected to the air conditioning system including replacement of electrical starters, switch boxes, cable, and cleaning or replacement of plumbing water lines or drains; **H-**Refinish or repair of the exterior of the air conditioner or other cooling container. **I-**Removal of any asbestos material. **J-**Replacement of Freon, unless the additional Freon Coverage option is selected (up to 6 pounds per season).

7. Yearly Tune-up: This coverage is offered on the first page of this contract as an inclusion in the Platinum Cooling Plan. If coverage has been selected, the Buyer may request one checkup per year, to be performed at SLOMIN'S sole discretion, between the months of March and June during normal weekday hours 8AM to 4PM. Buyer retains the right to schedule a Yearly Tune-up at any point, regardless of SLOMIN'S prescribed criteria; for an additional charge equal to the then prevailing time and material rates, plus any applicable charges, fees, or surcharges.

8. Fair Credit Reporting Act/Credit Authorization: In compliance with the Fair Credit Reporting Act ("FCRA"), Buyer hereby authorizes SLOMIN'S to obtain a consumer credit report. Buyer has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Buyer to SLOMIN'S to request additional credit information. Buyer releases all persons involved in the credit investigation from liability in connection with such investigation. Buyer authorizes any credit reporting agency to furnish credit information to SLOMIN'S during the term of this contract or any subsequent renewal term of this contract.

9. Credit Default: Buyer agrees to pay all invoices rendered by SLOMIN'S within ten (10) days of their date. If Buyer is late in payment, Buyer agrees to pay a finance charge of 1.25% per month on the outstanding balance until paid. SLOMIN'S shall be entitled to recover legal fees if Buyer's account is referred to our attorneys for collection.

10. Liability: SLOMIN'S is not responsible for damages or loss caused for failure to maintain the system, or other conditions, which may arise and prevent the operation of the cooling system. SLOMIN'S shall not be held responsible for strikes, force majeure, or conditions beyond SLOMIN'S control. Since changes in weather factors cannot be anticipated, SLOMIN'S will not be responsible for damages due system failure. It is Buyer's responsibility to check the central air conditioning system and to notify SLOMIN'S.

11. SLOMIN'S Right to Subcontract Services: Buyer agrees that SLOMIN'S is authorized and permitted to subcontract any services to be provided by SLOMIN'S to third parties who may be independent of SLOMIN'S, and that SLOMIN'S shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary any other cause whatsoever caused by the negligence of third parties. Buyer appoints SLOMIN'S to act as the Buyer's agent with respect to such third parties, except that SLOMIN'S shall not obligate Buyer to make any payments to such third parties. Buyer acknowledges that this agreement, and particularly those paragraphs relating to SLOMIN'S exemption of liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, and vendors of SLOMIN'S.

12. Limitation of Liability: BUYER AGREES, THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SLOMIN'S AS A RESULT OF SLOMIN'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE, OR NEGLIGENT FAILURE TO PERFORM ANY OF SLOMIN'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SLOMIN'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250. IF BUYER WISHES TO INCREASE SLOMIN'S AMOUNT OF LIMITATION OF LIABILITY, BUYER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SLOMIN'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

13. Exculpatory Clause: SLOMIN'S and Buyer agree that SLOMIN'S is not an insurer and no insurance coverage is offered herein. SLOMIN'S is not assuming liability, and, therefore, shall not be liable to Buyer or any third party for any loss, economic or non-economic, in contract or in tort, personal injury or property damage sustained by Buyer or others as a result fire, equipment failure, smoke, failure of central air conditioning or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SLOMIN'S negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty.

14. SLOMIN'S Right to Subcontract Services: Buyer agrees that SLOMIN'S is authorized and permitted to subcontract any services to be provided by SLOMIN'S to third parties who may be independent of SLOMIN'S, and that SLOMIN'S shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary any other cause whatsoever caused by the negligence of third parties. Buyer appoints SLOMIN'S to act as the Buyer's agent with respect to such third parties, except that SLOMIN'S shall not obligate Buyer to make any payments to such third parties. Buyer acknowledges that this agreement, and particularly those paragraphs relating to SLOMIN'S exemption of liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, and vendors of SLOMIN'S.

15. Indemnity/Waiver Of Subrogation Rights/Assignments: Buyer agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless SLOMIN'S, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Buyer, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SLOMIN'S' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against SLOMIN'S or SLOMIN'S' subcontractors arising out of this agreement or the relation of the parties hereto. Buyer shall not be permitted to assign this agreement without written consent of SLOMIN'S, which shall not unreasonably be withheld. SLOMIN'S shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

BUYER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS INDEMNITY, EXCULPATORY CLAUSE AND LIMITATION OF LIABILITY PROVISION:

Buyer to Initial:

16. LEGAL ACTION / BREACH / AGREEMENT TO BINDING ARBITRATION: In the event SLOMIN'S institutes legal action or arbitration to recover any amounts owed by Buyer to SLOMIN'S the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1.25% per month from the date payment is due and until paid and such interest shall be included in and shall survive the entry of judgment. BUYER AGREES THAT BUYER MAY BRING CLAIMS AGAINST SLOMIN'S ONLY IN BUYER'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. Service of process or papers in any legal proceeding or arbitration between the parties may be made by Postage Pre-paid First-Class Mail delivered by the U.S. Postal Service addressed to: If to SLOMIN'S, SLOMIN'S Inc. c/o Legal Department, 125 Lauman Lane, Hicksville, NY 11801; if to the Buyer, the Buyer's address set forth in this agreement or another address provided by the Buyer in writing to SLOMIN'S. Buyer submits to the jurisdiction of New York, venue in Nassau County, New York and agrees that this agreement shall be interpreted and enforced in accordance with the laws of New York, except for arbitration which is governed by the FAA. The parties waive trial by jury in any action between them unless prohibited by law and in any action commenced by SLOMIN'S against Buyer, Buyer shall not be permitted to interpose any counterclaim. The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement and any other claim or cause of action that Buyer may have or bring against SLOMIN'S in respect to other services rendered in connection with or in furtherance of this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and the consent to arbitrate and other provisions of this paragraph shall survive the termination of this agreement.

BUYER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT BUYER IS WAIVING BUYER'S RIGHT TO TRIAL IN A COURT OF LAW, A JURY TRIAL AND THE RIGHT TO COUNTERCLAIM IN ANY ACTION OR ARBITRATION COMMENCED BY SLOMIN'S, AND OTHER RIGHTS. Buyer to Initial:

17. Full Agreement/Severability: This agreement constitutes the full understanding of the parties and may not be amended, modified or cancelled, except in writing signed by both parties. Buyer acknowledges and represents that Buyer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement. Buyer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Buyer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement, the terms of this agreement shall govern. The agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable. SLOMIN'S does not guarantee Buyer will receive credits or rebates offered by any manufacturer, government program or utility company. SLOMIN'S, reserves the right to cease fuel deliveries and service without notice, if unable to perform or Buyer is delinquent on payments. SLOMIN'S reserves the right to reject this agreement after inspection of the cooling system.

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION. SLOMIN'S RESERVES THE RIGHT TO CANCEL THIS AGREEMENT PRIOR TO COMMENCEMENT OF WORK. READ THIS AGREEMENT CAREFULLY AND READ ADDITIONAL TERMS ON SUBSEQUENT PAGES.

**(For residential customers only)
NOTICE OF CANCELLATION**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

SLOMIN'S INC.:

BUYER (CUSTOMER):

By: _____
(Authorized Signature)

(Buyer's Signature)

(Print Authorized Name)

(Print Buyer's Name)

(Date)

(Buyer's Social Security Number)