

Nice Heating & Air

TERMS AND CONDITIONS

1. All payments are due upon completion of installation. All Payments not received upon completion. Payments that are past due and subject to 18% APR, or the maximum rate permitted by law, whichever is less. In the event of non-payment, all incidentals to collection, including, without limitation, attorney's fees equal to twenty-five percent (25%) of the outstanding balance. In the event the account is past due, the customer agrees to pay all attorney's fees, whether the suit is filed or not, together with all other costs of collection.
2. Customer agrees that no legal action or suit can be brought against NICE HEATING & AIR after one (1) month subsequent to the completion of all work under this contract. Should any actions be brought against NICE HEATING & AIR, all damages are limited to the amount actually received by NICE HEATING & AIR from the Customer.
3. In the event the Customer prevents NICE HEATING & AIR from beginning the work or from completing the work, the Customer shall pay NICE HEATING & AIR the reasonable value of labor, materials and overhead cost incurred.
4. NICE HEATING & AIR shall not be liable for damages resulting from use of equipment specified in this contract.
5. This Contract shall not include any changes in the materials described or the price quoted in the contract, unless the change is made in writing and signed by both parties. All the materials not used in the work remain the property of NICE HEATING & AIR.
6. No painting, plastering, or papering is included in this contract. If a flue or chimney is existing or provided by others the Customer warrants this flue to comply with local codes and to be in good working order. Unless otherwise specified this contract does not provide for heavy up of electrical service.

7. Load calculations for residential summer air conditioning are based on A.C.C.A. MANUAL J. The average inside temperature will vary 6°F between the thermostat and any room in the house. Basements are not included in the temperature warranty.

8. On existing systems, where summer air conditioning is added, equipment installed by us will be sized for heat gain of the conditioned area. Temperature warranty applies only to the area where sufficient air flow can be secured through existing duct system.

9. WARRANTY: NICE HEATING & AIR provides the Customer with the following EXPRESSED LIMITED WARRANTY on labor and materials Furnished as specified in this contract. Unless otherwise specified in writing NICE HEATING & AIR provides a limited labor warranty for one (1) year from date of installation. Should a defect in the material under warranty appear NICE HEATING & AIR sole obligation shall be, at its option, to repair or replace the defective material at no cost to the customer.

10. THE FOREGOING EXPRESSED LIMITED WARRANTY IS THE SOLE WARRANTY PROVIDED BY NICE HOME SERVICES AND IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. This contract sets forth the entire agreement between the parties. Any and all prior agreements, warranties, oral discussions or representations made by either party are superseded by this contract. If any provision of this contract shall be declared invalid by Court or statute, such invalidity shall not affect any other provision of this Contract and all other provisions shall remain in full force and effect.

12. NICE HEATING & AIR shall not be responsible for any delay or failure to perform work, if such delay or failure results, whether directly or indirectly, from customer's action or inaction, fire, explosion, strike, freight embargo, acts of God, or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, transportation contingencies, unusually severe weather, default or manufacturer or supplier, quarantine or restriction, epidemic or catastrophe, or other similar events beyond the control of NICE HEATING & AIR.

13. NOTICE OF CANCELLATION:

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (FIVE BUSINESS DAYS IN ALASKA OR MARYLAND, SEVEN BUSINESS DAYS IN MARYLAND IF YOU ARE 65 OR OLDER, OR FIFTEEN BUSINESS DAYS IN NORTH DAKOTA IF YOU ARE 65 OR OLDER) from the above date (or, in Utah, after the date of the transaction or receipt of the product, whichever is later). 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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled. 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 sale, 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 (or in Indiana, within 20 days of the date of receipt of your Notice of Right to Cancel, or 10 days of returning payment of other consideration to you, whichever is earlier) 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 your Cancellation Notice, (which in California, may include email or fax notice) or send a telegram, to Nice Home Services LLC

14. You have 3 day right of rescission, we need your cancellation submitted in writing, signed and dated. If cancellation occurs after 3 day rescission period up to a 20% restocking fee will apply.

15. Credit Card Recurring Payment Authorization: Here's How Recurring Payments work. You authorize a regularly scheduled charge to your Visa, MasterCard, American express or Discover Card or Check for your monthly maintenance plan. You will be charged each billing period for the total amount due for that period. A receipt will be emailed to you and the charge will appear on your credit card statement. Signing here means you agree

that no prior notification will be provided if the total amount is under \$30 (only if you sign up for a monthly plan). If your bill is more than that amount or the payment date changes, you will receive notice from us at least 10 days prior to the payment being collected.