

GENERAL TERMS & CONDITIONS

TERM OF PLAN - Your Maintenance Plan coverage begins immediately after you have enrolled in the applicable Plan (your “Coverage Date”) and remains in effect for an initial period of one year, except otherwise stated in this Maintenance Agreement.

RENEWAL OF YOUR PLAN - For your convenience, there is an automatic renewal process. Your Maintenance Plan will renew each year on the anniversary of your Coverage Date (your “Anniversary Date”) unless you have given us notice prior to your Anniversary Date that you do not wish to renew your Maintenance Plan, or we have given you notice prior to your Anniversary Date that your Maintenance Plan will not be renewed.

PLAN MAINTENANCE – Our Maintenance Plan applies to single family residences, be it a house, townhouse, condominium or apartment unit, modular home or a manufactured home. Additionally, certain commercial properties or in residences that are used as businesses. In all cases, we will only maintain equipment that has been anchored to a permanent foundation and not moved during the agreement term. If you have more than one piece of the same equipment or system, our Maintenance Plan is limited to a specific list of equipment that we maintain under the Plan.

ELIGIBLE EQUIPMENT: • Ductless air conditioners • High/medium velocity air handlers • Natural gas furnaces, Central air conditioners • Tankless water heaters • Ductless heat pumps • Heating Boilers • Water cooled air conditioners • HRV/ERV • Humidifiers • Air cleaners

EXCLUSIONS: Your Maintenance Plan **does not cover service repair labour, service repair parts, and related service repair materials**, including repairs that are needed because of: design faults or faults which existed before your Maintenance Plan became effective. Abuse, tampering, alterations or repairs by persons other than us, accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks, the thermostat is not at the proper setting, the household electrical fuse or breaker required for the equipment is blown, the Heating Unit or Cooling Unit has been turned off, improper-sizing or application of the equipment, redecoration or renovation related work, pre-existing defects or deficiencies, past lack of reasonable maintenance, heating, cooling, appliance, electrical or plumbing or drains system breaking down.

Hazardous Materials -We reserve the right not to provide maintenance service in dwellings that contain hazardous or toxic materials, asbestos, lead or contaminants, or any situation that would represent a Health & Safety threat to any of our company representatives.

Restoration costs: Unavoidable restoration costs incurred by you as a result of any work performed in connection with the Plan are not covered. This includes wallcoverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects., unless specifically listed in this Maintenance Agreement.

PLAN CANCELLATION - We may discontinue or cancel your Plan at any time. If we do so and your Plan was paid by lump sum, our liability will be restricted to issuing a refund of your Plan on a pro rata basis. We reserve the right not to provide maintenance for certain types, brands or models of equipment. If your Maintenance Plan covers only one unit of equipment and we exercise our right not to provide coverage for such equipment, we may cancel your Maintenance Plan. If you have no prior service completed under your Plan, we will issue a full refund.

MOVING - If you are moving to a new residence, you have two options for your Maintenance Plan: a) **Transfer your Plan:** If you move, your Plan is transferable to your new residence provided you move within our service area. If you move and your new home falls outside of our service area, your Plan will be cancelled at your old residence and you will receive a refund for any unused portion of your plan. A new Plan will be created for your new residence, which will remain in effect for an initial period of one year. Please contact Air Management Group using the information set out under the heading "Contact Us" 30 days before you move out of your old residence to ensure the successful transfer of the plan(s).

TECHNICIAN SAFETY • No maintenance under the Plan will be provided if our authorized technician refuses to enter a residence due to the presence of animals, insects, unsanitary conditions or unsafe conditions, or is unable to provide service due to equipment that is not readily accessible. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably, we may, in our sole discretion, terminate your Plan. If you have no prior service completed under your Plan, and you advise us of the any unsafe condition as described above, we will issue a refund. If the workplace was deemed unsafe by our authorized service technician upon arriving at your home, then we reserve the right to forfeit your payment. If you have had maintenance under your Plan, we will issue a refund for the unused portion from the last service date.

GOVERNING LAW • This Maintenance Agreement is governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein.

ENTIRE AGREEMENT • This Maintenance Agreement, including any supplemental terms and conditions, welcome letter(s), renewal letter(s) and completed enrollment form(s) is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out herein.

PERSONAL INFORMATION • We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or otherwise in accordance with our Privacy Policy.

Entire Agreement This Maintenance Agreement, including any supplemental terms and conditions, welcome letter(s), renewal letter(s) and completed enrollment form(s) is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out herein.

- A. Conflict** If there is a conflict or inconsistency between the information on the enrollment form and this Maintenance Agreement, this Maintenance Agreement takes priority to the extent of such conflict or inconsistency.
- B. Assignment** We may assign any or all our rights and obligations under this Maintenance Agreement or pledge the Maintenance Agreement or proceeds thereunder as security for any obligation, without your permission. If you want to assign this Agreement to anyone else, you will need our written consent to do so.
- C. Notice** We can provide notice to you by personal delivery, mail (including registered mail), phone or by e-mail. If the e-mail addresses which you have provided us changes, you will need to give us your updated e-mail address.
- D. Force Majeure** We are not responsible for failing to perform our obligations or for any loss to you under this Maintenance Agreement if we are prevented from doing so by events or circumstances beyond our control.

PAYING FOR YOUR PLAN • Amounts will be billed in advance of the period to which they apply and are payable by the due date shown on the bill. Accepted methods of payment include cheque, Visa, MasterCard, American Express.

OUR REFUND POLICY • **Cancellation within 10 days** – If you cancel your Plan within 10 days and had no service completed within that timeframe, we will issue a full refund for any payments made. If you have used the service within 10 days, your Maintenance Plan will be cancelled, and we will issue a refund, but you will be billed for the cost of the service rendered.

EQUIPMENT NOT ELIGIBLE FOR MAINTENANCE DUE TO – Upon arrival at your home, If one of our authorized technicians deems your equipment not eligible under the Maintenance Plan and you have no prior service completed under your Maintenance Plan, we will issue a refund less a \$50.00 administration fee.

MODIFICATION OF TERMS AND CONDITIONS - We may modify the terms and conditions of your Plan, including the price, by giving you notice of the changes at least thirty (30) days and no more than ninety (90) days prior to the Anniversary Date. Such changes will become effective on the Anniversary Date.