

# Limited Warranty & No Break Down Guarantee

**Your COMFORT System** comes with a standard limited warranty from the manufacturer. Although it will cover most of your HVAC problems, it will not cover everything. Any new system & components we install will have a Parts & Labor warranty for the first year. The warranty on your system starts from the day it was installed in your home. The limited warranty does not cover failure of the system caused by damage while in your possession, damage caused by unreasonable use and/or damage from failing to properly maintain your unit. When scheduling service for problems or regular maintenance, like the Customer Care Agreement program, it is important to remember that having the system serviced by unauthorized service providers or doing work yourself can void the warranty on your system. Also remember that Superior is not responsible for water damage to your home of any kind, water damage to your home caused by a failing part, or damage to your home caused by clogged drains, dirty filters, improper maintenance or neglect of your HVAC system.

**Don't Forget:** In order to guarantee the warranty stays in place and valid, the manufacture requires that it be serviced at least once a year by a licensed HVAC Specialist.

**Plan Type & Dates:** See your warranty document for Equipment or Parts covered and coverage dates. All warranty's on service work provided on existing equipment or on equipment sold by Superior are subject to all the terms and conditions outlined below.

#### **On Time, On Right, or On Us" Guarantee:**

- The "On Time" means that if we do not arrive within the allotted time frame given to you by our dispatch office (usually a 2 hour window), we will waive the diagnostic fee ("On Us"). This does not apply if we were able to change the appointment time with you 2 hours or more prior to your assigned call time.
- The "On Right" Means that if we fail to install a part correctly or install the wrong part, we will not make you pay for the repair ("On Us").

#### **Demand service calls & time of a maintenance repair warranty's (Excluding New Equipment Installed by Superior):**

- All repairs made to existing equipment come with a 30 Day Parts & Labor warranty.
- All repairs made to existing equipment that is maintained with a current Customer Care Maintenance plan will receive an extended 2 year Parts & labor warranty.

#### **Demand Service Repair warranty's (On New Equipment Installed by Superior):**

This is your Manufacture Limited & Extended Warranty Service Contract & No Break Down Guarantee. Please place this Contract in a safe place. You will need it in the event that service is required.

Parts Only & No Break Down Guarantee terms and conditions are listed in detail below and will apply for the time period listed above. In short it will cover all: Parts directly related to the equipment being replaced and if covered by a no break down guarantee is will also cover all labor needed to replace the covered parts except...

#### **No Break Down Guarantee Will not cover:**

- After hours repairs, \$50 An hour for warranty repairs requested to be repaired after normal business hours
- \$50 Deductible during normal business hours or \$99 After hours deductible
- Shipping & Handling if necessary
- Refrigerant or Refrigerant disposal (refrigerant prices fluctuate daily)
- Maintenance related items not limited to: Clogged drains, dirty filters or routine maintenance
- Existing conditions
- Equipment or wiring outside of the new equipment including but not limited to: well pumps or well accessories, High voltage wires breakers & disconnects, low voltage wiring, copper line sets or ductwork
- 3rd party related service including but not limited to well drillers or crane



**Superior Heating & Air Limited Warranty & No Break Down Guarantee:**

- Superior provides service repairs for this Contract during Superior's normal working hours. 8-6 M-F
- The no break down guarantee is provided by Superior Heating & Air Inc.
- Shipping, handling, and refrigerant and refrigerant disposal fees are not covered and are the responsibility of the owner.

**TERMS AND CONDITIONS:**

**1) Plan Provider (Obligor)** The Company obligated under this Plan Superior Heating & Air Inc.

**2) Definitions:**

- "We", "Us", "Our" and "Superior" shall mean the obligor
- "You" and "Owner" shall mean Owner of equipment and or property equipment is located at.
- "Service Agreement ("Agreement") shall mean this document together with your original purchase receipt.
- "Administrator" shall mean Superior Heating & Air provider used to process claims payments and/or cancellation refunds.
- "System", or "Equipment" Shall Mean installed equipment and by a definition of: System is defined as all the parts contained within the indoor unit & outdoor unit.
- "Full" means entire system (indoor and outdoor units)

**3) HOURS OF SERVICE:** Repair service and service calls will be made during normal working hours of the service dealer. WE do not cover overtime rates. Monday through Friday 8AM to 6PM. Owner will be charged \$50 an hour for warranty repairs requested to be repaired after normal business hours.

**4) Deductible:** There is a \$50 and a \$99 nonrefundable deductible under this Service Agreement. The deductible is due every time a service call is needed but not to exceed 1 paid deductible a month. You shall pay \$50 due at time of service per demand service call during normal business hours. This fee is increased to \$99 if an after hour's service call is needed. If the repair is maintenance related item it will be billed at standard rates and the deductible does not apply. Consideration of payment of the Service Agreement price and deductible this Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below.

**5) WHAT IS COVERED** (Specific to only the covered items and their associated warranty or guarantee outlined on page 1 of this document)

**a) Repairs:** If Your product is eligible for repair protection this Agreement provides, at our discretion & during the contract period outlined on page 1, for the repair or replacement of your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product.

**b) Parts:** This Agreement provides covers All internally installed parts supplied by the manufacturer. All Internal parts are deemed all the working components within the operating system but not limited to: Coils, Compressor, relays, contactors, and capacitors & all refrigerant components and internal refrigerant piping. Evaporator, Condenser coils and metering device are covered against leaks as received from the manufacturer. Contract will not pay for changeover from CFC to non- CFC refrigerant or oil change on commercial compressor.

**c) Labor & No Break Down Guarantee:** All labor during normal business hours to repair or replace covered parts for time specified on contract

**d) 117% Money Back guarantee: (All full systems)**

All systems If within the first year you are unsatisfied with your equipment Superior Air we will remove the equipment and credit you back 117% of your investment.



**e) Performance Guarantee: (All full systems)** with the use of proven proprietary 3rd party software we will test & certify that your new system is performing within its designed capacity. We do not guarantee the air distribution system not addressed or fixed by Superior

**f) Lifetime Compressor & Heat Exchanger Warranty:** (Full Split Systems only) If your compressor or heat exchanger fails during your lifetime we will give you a new compressor or heat exchanger for free. (Installation charges may apply)

**g) Compressor & Heat Exchanger Warranty: (Full Split Systems only)** If the compressor or Heat exchanger fails within the contract period, we will give you a new compressor or furnace for free. (Installation charges may apply)

**h) Outdoor Unit & Furnace Replacement Guarantee:** (Full Super 16 Split systems only) If the compressor or heat exchanger fails within the first 10 years we will replace the entire outdoor unit or furnace with a new unit, for FREE. (Installation charges may apply.)

**i) REFRIGERANT LEAKS:** Covers repair of the leak and replacement refrigerant charge as result of leaks internal of unit. Refrigerant is covered only when a leak has been permanently repaired or a compressor replaced.

**j) MAINTENANCE REQUIREMENT:** Purchaser must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep his Service Contract in force. Evidence of proper service, when required by Administrator must be submitted in the event of a claim.

**6) Terms:** This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period.

**7) Your Responsibilities:** You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

**8) Purchaser Records:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.

**9) WHAT IS NOT COVERED:**

a) Any and all pre-existing conditions that occur prior to the effective date of this contract;

b) Shipping, handling or warranty paper work filing

c) Refrigerant is not covered due to its always fluctuating costs

d) Items located outside the installed unit's cabinet including but not limited to: High voltage wires, Disconnects boxes & breakers, low voltage wires, copper line set, drain lines, External drain pans & Duct work

e) Accessories: Special filters, UV Bulbs, Zone Boards, Zone dampers or anything not directly attached to equipment.





- f) Maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including but not limited to, theft, exposure to weather conditions, operator negligence, misuse, abuse, improper electrical/power supply, spikes and surges, incorrect wiring, non-connected wires, improper installation, etc.;
- g) Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective / leaking batteries, or acts of nature or any other peril originating from outside the product;
- h) Repairs recommended by a repair facility not performed causing mechanical or electrical breakdown;
- i) Maintenance related failures: Clogged drain line, electrodes, or gaskets, Dirty Filters, Batteries, ductwork, vents, external fuses, belts, connectors, routine maintenance or periodic cleaning which are considered maintenance related items
- j) Rigging and/or crane service, special tooling, blocks and tackle, dollies, scaffold or any 3rd party related services
- k) Shipping, handling, Refrigerant and refrigerant disposal fees are not covered and are the responsibility of the owner;
- l) Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;
- m) Premature Failure and corrosion due to use of inferior building materials such as Chinese Drywall, etc.
- n) Unauthorized Service & repairs or repairs made by anyone other than Superior Heating & Air
- o) Cosmetic damage to case or cabinetry or other non-operating parts or components from corrosion or oxidation, or scratched where integrity of paint applied is compromised especially when located in a harsh or saltwater environment
- p) Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of Nature;
- q) Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements; Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used;
- r) Failures to products caused by any installation that prevents normal service;
- s) Failure to use reasonable means to protect your product from further damage after a failure occurs;
- t) Consequential damages or delay in rendering service under this contract or loss of use during the period that the product is at the repair center or otherwise awaiting parts;
- u) Well pumps or well related piping and valves



v) Services made mandatory by changes in Federal, State or Local regulations.

**10. Renewal:** This Service Agreement may at our discretion be renewed at the expiration of its term. When we offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

**11. Transferability:** Transferability of this Agreement is subject to Superior approval. Approved agreements can be assigned, or transferred, to subsequent owners if the maintenance required has been performed. This can be done only if Purchaser sends notice to the dealer and calls the Program Administrator (30) Days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Contract. In the event of a transfer of registered equipment, due to manufacturer/dealer replacement, the original start-up date will remain in effect for the duration of the Agreement. A transfer fee of \$250 will apply.

**12. Cancellation:** You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator toll-free at (844) 334-3533. If you cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending. If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less.

**13. Insured Agreement:** This is not an insurance policy

**ENTIRE CONTRACT:** This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

Some restrictions apply. Some Features & benefits may not apply to your system type see your specific model or quote for more details. System model names do not indicate SEER ratings; they are for marketing purposes only. We do not guarantee energy savings. All listed parts and Labor warranties above are provided by the manufacturer for the allotted time indicated on individual quote. Any licensed service provider may honor the parts and labor warranty.