

→ Fix to EMZ HVAC

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Energy Savings Agreement

Special Instructions:

First HEAT inspection () is complete – OR – COOL inspection () is complete.

First Inspection will be completed () this season () next season.

ME FLOW HVAC ENERGY SAVINGS AGREEMENT DETAILS

- 1 One heating and/or one cooling inspection to applicable HVAC equipment annually.
- 2 All repairs to covered equipment will be charged a diagnostic fee and given a discount to our standard rates.
- 3 Priority service: Preferred customer, next available technician. Service available 7 days a week

BENEFITS OF YOUR ME FLOW INC COVERAGE AGREEMENT

- 1 Equipment manufacturer's warranties are often contingent upon proper routine maintenance. This agreement assures that you are in full compliance, maintains your equipment warranty and can help prevent costly repairs.
- 2 Improperly maintained equipment wastes energy. This agreement insures that your equipment is performing properly and safety, extends your system(s) life, and may reduce utility and fuel expense.
- 3 Repairs can be costly, this agreement helps you plan your budget and extend the life of your equipment.
- 4 Scheduling for repairs during extreme weather has traditionally meant long waits and inconvenience. This agreement gives you priority scheduling and quicker response time.
- 5 Selling your property with neglected equipment and no maintenance records can be problematic. This agreement is fully transferable in writing at no additional cost to the new building owner.

AGREEMENT MAINTANANCE INSPECTIONS

We will inspect listed HVAC equipment per the Inspection Schedule per our Inspection Sheet. Once our technicians have completed their thorough inspection they will go over their findings with you and any recommendations they may have for repairs. Any needed service repairs will be quoted before work is done at our standard rates less a discount. And provide a copy of our Inspection Sheet(s) concerning the condition of the covered equipment.

All applicable components below will be inspected:

Thermostat - Blower Motor- Condensed Motor- Fan & Limited Control- Fan Belts, Transformers, StartRealy, Fan Relay, Expansion Valve, High Pressure Safety, Low Pressure Safety, Sequencer, Contactors, Heat Exchanger, Gas Burners, Fan Switch Primary Control, Burner Motor, Gas Valve, Reversing Valve, Refrigerant, Defrost Board, Defrost Sensor, Limit Switch, capacitors, blower wheel, fan blade, solenoid coil, compressor, inducer motor

TERMS AND CONDITIONS:

Please read the following terms and conditions carefully as they set forth the legally binding terms and conditions for services provided by ME Flow Inc (the "Company") to Customer

1 This service agreement represents the complete and entire understating between the representations, whether written or oral, negotiations, understaidings and other communications with respect hereto. No amendment to this service agreement or nay modification or alteration of these terms and conditions shall be binding upon the Company unless specifically authorized in writing by and officer of the Company.

2 The full service agreement and this service agreement shall become a valid and binding obligation of the Company. No pro-rated refunds shall be made if this service agreement is cancelled other than as result of a cancellation by the Company pursuant to paragraph 3 hereof.

3 The Company reserves the right to refuse coverage and cancel this service agreement if, at the time of the first maintenance inspection, the equipment proves to be in unsatisfactory condition, as determined by the Company in its sole discretion. In the event of such a cancellation. Customer shall be charged only for the initial inspection and the balance of the service agreement price shall be refunded to Customer.

4 This service agreement covers only preventive maintenance of covered equipment and does not cover materials or labor to repair or replace worn or damaged items discovered during inspection. Additional labor and materials or labor and materials will be provided only with the Customer's approval and at the Customer's expense. Charges for approved additional labor and materials will be invoiced to Customer and payment shall be due upon issuance of the invoice. Customer agrees to make all payments promptly when due and understands that time for payment is of the essence. Customer further agrees that neither the Company nor any of its officers, directors, employees, contractors or other agents shall have any liability for, and that Customer shall indemnity and hold harmless all such persons from, any and all claims, damages, losses and expenses (including attorneys' fees) that may result from or arise out of Customer's decision not to authorize one or more recommended repairs/replacements identified as a result of a maintenance inspection performed under this service agreement.

5 The company represents that it will perform the services hereunder with the reasonable care and skill that is normal and customary to the industry and shall endeavor to render prompt and efficient service.

6 The company will make a concerted effort to contact Customer to schedule seasonal maintenance inspections, but it is Customer's responsibility to ensure that these inspections are scheduled and completed. Customer agrees to make the premises available for scheduled inspections.

7 Unnecessary or nuisance calls beyond the scope of this service agreement will be charged for and paid by Customer at the prevailing services rate. The Company reserves the right to determine. In tis sole discretion, what constitutes an unnecessary or nuisance call and to charge accordingly.

8 Emergency service on equipment will be performed, for an additional charge, and subject to availability after normaml business hours (8am-4pm), and during weekends and holidays. After hours, holiday and weekend service calls are strictly limited to legitimate emergency situations only, and no

service will be provided after 10pm. The Company reserves the right to determine, in its sole discretion, what constitutes an emergency situation and the right to schedule accordingly.

9 The Company shall not be required to furnish any items, equipment or labor that may be required by insurance companies, home inspectors, Government or any other authorities. Any charges, adjustments or repairs made by others, unless authorized or approved by the Company in writing, shall terminate the Company's obligation hereunder

10 The Company shall not be responsible for pre-existing defects or for failure to discover conditions necessitating repairs or replacements. No inspection shall be construed as approval or guarantee of the condition of the equipment.

11 The Company shall not be liable for delays or inability to perform work due to, and all prices and agreements are subject to, events and circumstances beyond the Company's reasonable control, including, without limitation, acts of God or government, strikes, accidents, war, fire shortage or unavailability of materials or labor, and transportation delays

12 The Company's liability, if any, for performance hereunder shall be limited to the service agreement price and, with respect to any labor and materials supplied due to the authorized repair or replacement of deficiencies identified in a maintenance inspection performed pursuant to this service agreement, shall be limited to the warranties provided on the related invoice. The Company shall not be subject to any other liability, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law with respect to materials supplied or services rendered or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing the Company specially disclaims any liability for property damage, personal injury, or any other loss, damage, cost of repairs or substitute products, penalties, lost profits or revenues, third party damages or incidental, punitive, special or consequential damages of any kind (including without limitation, frozen pipes, water damage, etc.) improper utility service or fuel supply, clogged drains and condensate leaks.

13 This agreement shall be in effect for a period of one year from the date of acceptance by the Company, unless otherwise noted, and shall automatically renew for subsequent one-year terms on each one year anniversary of acceptance (each, an "automatic renewal date"), subject to receipt by the Company of full payment of the annual service agreement price and unless cancelled in writing by either party at least 30 days prior to the applicable automatic renewal date. The service agreement price for renewal periods may change, and is subject to review and adjustment by the Company taking into account the consumer price index. The Company reserves the right to refuse renewal of this service agreement.

14 The failure of the Company to enforce its rights under this service agreement at any time for any period shall not be construed as a waiver of such right.

15 The Company and customer are the sole intended beneficiaries of this service agreement and no third party is intended to have any rights or receive any benefits under this service agreement.

16 This service agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any litigation concerning this service agreement, including without limitation, collection efforts by the Company, shall be brought only in the courts of Loudoun County,

Virginia, which courts, shall be the exclusive venue for and have exclusive jurisdiction over such litigation. Customer expressly consents to the jurisdiction and venue of said courts, to service of process upon Customer regardless of where located, and waives any right to trial by jury. Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by the Company in any such litigation or collection efforts.