



Terms & Conditions and Customer Responsibilities for A/C and Heat Pump Services

The Scott Energy Co., Inc. (Company) Terms & Conditions and Customer Responsibilities (Guidelines) become effective immediately upon customer (Customer) receipt of this document. Acceptance of service work and installation or placement of equipment by Scott Energy Co., Inc. shall also constitute acceptance of these Guidelines. The Guidelines shall supersede all previous agreements between Scott Energy Co., Inc. and the Customer. **Please read this document carefully and retain a copy for your records.** These Guidelines cannot be modified by Customer unless submitted in writing and accepted in writing by an authorized representative of Scott Energy Co., Inc. These Guidelines may be modified at times by Company without notice. Please refer to our website or contact our office to obtain a copy of Company's most recent Terms & Conditions and Customer Responsibilities.

Rates and Charges. Customer agrees to pay Scott Energy's current rates and charges in effect at the time service is rendered. Scott Energy reserves the right to change rates and charges from time to time without notice.

Delinquency. All balances owed are due and payable in full within thirty (30) days of issuance of statement. A complete outline of Company's credit terms is found on our credit application and is published on our website.

License, permits, and taxes. Customer agrees to pay all license, permit and inspection fees, as well as, all taxes associated with the sale of parts and equipment and/or use of related equipment supplied by Scott Energy.

Driveway Access. During the winter, Scott Energy will always make an effort to provide service but harsh weather conditions can make that impossible. The combination of major snow storms, packed ice and extreme cold can make driveway accessibility dangerous for our drivers and their equipment. It is the customer's responsibility to ensure that we can access the property to provide service in a safe manner.

- Make sure driveway is cleared to a width of at least 8 feet to accommodate our trucks
- Clear a path to provide access to the equipment requiring service

Unoccupied/Vacant Primary Residence or Rental Property. Scott Energy will not be responsible for any loss, damage or injury due to, or resulting from, the failure of any heating system in a property that the Customer has left unoccupied or vacant for any period of time. The Customer is responsible for monitoring the operation of the heating system on a day-to-day basis and notifying Scott Energy of any problem which arises. If the property is unoccupied or vacant the Customer is responsible for making arrangements for temperature monitoring.



Seasonal or Second Home. A heating system can breakdown for any number of reasons and since occupancy is inconsistent in seasonal and second homes, temperature monitoring is the responsibility of the Customer. The Customer is required to arrange for temperature monitoring of their property to make certain the heating equipment is operating properly. Scott Energy will not be responsible for any loss, damage or injury due to, or resulting from, the failure of any heating system in a seasonal or second home.

Release and Waiver of Subrogation.

Company and Customer will each look to its own insurance for recovery of any loss. Company and Customer release one another from such claims. Company and Customer waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers

Contingencies. Scott Energy shall not be held liable if prevented from performing any of its obligations due to causes beyond its reasonable control including, but not limited to, acts of God or government, fires, floods, droughts, snow emergencies, earthquakes, wars, acts of terrorism, riots, labor disputes, delays in transportation, embargoes or shortages of product.

Termination. This agreement may be terminated at any time if either side fails to meet the terms and conditions of this agreement or if it is determined that a threat to health and safety exist. Either party may also terminate this relationship at any time with written notice. If Customer's account is terminated by either party, then Company will no longer be responsible for providing service of any kind to Customer. Any service plan(s) will become null and void and will be cancelled as of the date of termination. Service plans are not totally or partially refundable. If account is terminated, by either party, Customer is responsible for all amounts owed to Company.