

D&D Heating & Cooling, Inc. Precision Comfort Plan Terms and Conditions

Effective 5/1/2026

1. Overview

This Preventative Maintenance Plan ("Plan") is offered by D&D Heating & Cooling, Inc. ("Company") to provide routine inspection, maintenance, and priority service for residential and/or commercial HVAC systems. The purpose of this Plan is to improve system efficiency, extend equipment lifespan, and reduce the likelihood of unexpected breakdowns.

2. Plan Coverage

The Plan includes the following services:

- Scheduled maintenance visits (typically bi-annual: one cooling season, one heating season and annual: one cooling season or heating season).
- Inspection and cleaning of key HVAC components.
- Filter inspection or replacement. The Plan covers replacement of 1 standard 1 inch filter during each maintenance visit. Media filters and non-standard filters are an additional cost.
- System performance testing and safety checks.
- Priority scheduling for service calls.
- A 15% discount on repairs and a one (1) year warranty on repairs.
- A 2% discount on equipment replacement covered by the Plan.

3. Customer Responsibilities

The customer agrees to:

- Provide safe and unobstructed access to all HVAC equipment
- Maintain clear communication regarding scheduling
- Ensure pets are secured during service visits
- Promptly notify Company of any system issues between scheduled visits

4. Scheduling & Access

- Maintenance visits will be scheduled in advance at mutually agreed times during normal business hours, Monday-Friday 8:00 a.m.-4:00 p.m.
- Calls outside of regular business hours will be returned and scheduled as soon as possible.
- D&D will not perform any services for the Customer if there is a balance on the Customer's account.
- If there is a balance on a Customer's account for more than 30 days, D&D reserves the right to cancel the Plan and apply the value of the Plan to the outstanding balance.
- The Company will make reasonable efforts to accommodate preferred scheduling but does not guarantee specific dates or times.
- Missed appointments without adequate notice (24 hours recommended) may be subject to a rescheduling fee.

5. Term & Renewal

- The Plan is valid for a term of one (1) year from the date of purchase unless otherwise specified and will not be extended unless renewal payment is made.
- Pricing is subject to change upon renewal with prior notice.

6. Payment Terms

- Payment is due in full at the start of the Plan term.
- Failure to make payments may result in suspension or cancellation of services.

7. Cancellation Policy

- Customers may cancel the Plan at any time.
- This plan is prepaid. If you choose to cancel, please note that refunds or credits are not available for any unused portion of the plan.
- The Company reserves the right to cancel the Plan due to unsafe conditions, non-payment, or misuse of services.

8. Liability

- The Company is not liable for pre-existing conditions or failures not detected during routine maintenance.
- The Company is not responsible for damage resulting from system age, manufacturer defects, or improper prior installation.
- Any recommendations provided during maintenance are advisory; failure to act on recommendations may result in system failure.
- Recommended repairs are an additional charge, but will be discounted as per the Plan.
- In the event of any alterations, additions, adjustments, or repairs are made by others, Company may, at its option, terminate this Plan pursuant to not less than 3 days advance written notice.

9. Warranty Disclaimer

This Plan is not a warranty or insurance policy. It is a service agreement designed to maintain HVAC systems. Manufacturer warranties remain separate and unaffected.

10. Service Limitations

- Services are limited to the equipment listed in the Plan agreement and the Plan is not transferable.
- Additional systems or components will require separate coverage or service fees.

11. Insurance

Company carries contractor liability, property damage, automotive, and personal injury insurance with limits in excess of \$50,000.00. Company also carries Workers' Compensation Insurance that insures all of its employees. Owner shall carry fire and casualty insurance and Owner's premises liability to protect Owner's interests in the property and otherwise.

12. Contractor Registration

The status of D&D Heating and Cooling, Inc.'s Contractor's Registration may be verified by calling the Pennsylvania Bureau of Consumer Protection at its toll-free number (888) 520-6680 or you may visit the website of the Attorney General of Pennsylvania at www.attorneygeneral.gov/.

13. Modifications

The Company reserves the right to modify these terms at any time. Customers will be notified of any significant changes.

14. Acceptance

By proceeding with this maintenance agreement and remitting payment, you acknowledge and agree to the following terms and conditions.