

Introduction

This document outlines the Terms of Service ("Terms") governing the performance of services by EHC Inc. ("we," "us," "our") for the customer ("you," "your"). By accepting our services, you agree to these Terms, which may be updated periodically. Revisions will apply to services performed after the effective date of the revision.

Part I: Major Installations

1. Scope of Services

This section defines our major installation services, which cover the complete setup of new, complex, and large-scale systems. These services include, but are not limited to, installing HVAC units, furnaces, air conditioning systems, heat pumps, mini-split systems, and extensive electrical systems such as panel replacements, generator installations, and service changes. "Major Installations" involve the installation of entirely new systems without reusing or integrating existing equipment. These projects typically require specialized equipment, detailed planning, and may span multiple days, depending on their complexity and scope.

- **Replacements:** The replacement of individual components of larger systems is categorized under repairs or replacements and is distinct from major installations. These services are governed by the terms and conditions applicable to repair and replacement services as outlined in this document.
- **Standard Service Hours:** All major installations are conducted during our Normal Business Hours, which are Monday through Friday, 7:00 AM to 3:00 PM, excluding holidays.
- **Off-Hours Service:** If you request installation services outside of these hours, such as evenings, weekends, or holidays, additional fees will apply. These fees will be clearly outlined in your estimate or work order.
- **Permits and Compliance:** See "Regulatory Compliance and Permits" under General Terms for permit details.
- **Utility Coordination:** For major installations that require connections to public utilities (e.g., gas, water, electricity, internet), we will coordinate with the relevant utility companies to ensure proper and safe connections. However, you are responsible for setting up accounts and managing billing with these utilities before, during and after the installation.
- **Post-Installation Testing:** After the installation is complete, we will conduct thorough testing to ensure that the system is functioning correctly and meets all performance standards.
- **Customer Training:** As part of our service, we will provide a brief training session on the operation and maintenance of the newly installed equipment. This will include an overview of the system controls, recommended maintenance schedules, and tips for maximizing efficiency and longevity.
- **Scope Limitations:** This section specifically addresses the installation of new equipment. Any repairs or modifications to existing systems that are discovered to be necessary during the installation process will be handled separately under our Repair & Replacement Services terms and may incur additional costs.

2. Pricing and Payment

For major installations, we operate on a flat-rate pricing model, meaning the price quoted in your estimate includes all costs associated with the installation, such as labor and materials. We do not itemize labor or materials separately in our invoices.

A 50% deposit is required at the time of estimate approval to secure your project and order the necessary equipment. If the deposit is not received promptly, there may be changes in equipment availability, which

could require re-estimation of the project or, in some cases, cancellation. The remaining balance is due upon completion of the installation. Please note that final payment is required even if inspections or certifications are pending. Late payments on the remaining balance are subject to a 1.5% monthly interest charge.

3. Incentive and Rebate Programs

Rebates and incentives related to your installation are offered directly by the program sponsors, not by us. While we may provide assistance with the necessary documentation, you are fully responsible for ensuring your eligibility, compliance with the program requirements, and timely submission of any forms. Please note that our invoices must be paid in full according to the agreed terms, regardless of any rebates or incentives you may be eligible for. We are not liable for any delays or denials of rebates by the program sponsors.

4. Warranties and Maintenance

Our warranty for major installations covers labor for one year from the date of installation unless otherwise specified on your invoice. Please note that our labor warranty begins only after full payment for the installation has been received; if payment is not made in full, our labor warranty will not apply. This warranty applies only to the labor we provide and does not extend to any parts or equipment, which are covered separately by the manufacturer's warranty.

- **Manufacturer's Warranty:** The manufacturer's warranty typically covers the cost of the equipment itself but does not include labor or any additional materials required for installation, such as refrigerant, wiring, linesets, conduit, and similar components. Any labor or materials necessary to address issues under the manufacturer's warranty will be billed at our standard rates. The manufacturer's warranty is a separate agreement between you and the manufacturer, and our role is limited to assisting with the necessary documentation. We are not responsible for manufacturer warranty claims, and any costs associated with such claims are your responsibility. During the warranty processing period, you will be required to pay for any labor, materials, or other costs upfront, including the cost of replacement equipment, depending on the terms of the warranty. It is your responsibility to seek reimbursement for the warrantied equipment replacement cost if incurred. It is also your responsibility to fully understand the terms and conditions of the manufacturer's warranty on your equipment.

Warranties provided by us do not cover damage or malfunctions caused by improper use, unauthorized modifications, lack of maintenance, or maintenance performed by anyone other than our authorized personnel. Additionally, warranties do not cover damage resulting from external factors such as power surges, lightning strikes, or natural disasters. Any repairs or replacements required due to these factors will be billed at our standard rates.

Part II: Repair & Replacement Services

1. Scope of Services

This section outlines our repair and replacement services, which are designed to restore functionality and safety to existing electrical and HVAC systems. These services include the targeted repair or replacement of specific components such as wiring, circuit breakers, outlets, condensers, compressors, motors, blowers, AC coils, and related parts. Unlike major installations, which involve setting up entirely new systems, repairs and replacements focus on fixing or replacing individual components within an existing system.

- **Standard Service Hours:** Repairs and replacements are conducted during our Normal Business Hours, which are Monday through Friday, 7:00 AM to 3:00 PM, excluding holidays.

- **Off-Hours Service:** If you request repair or replacement services outside of these hours, such as evenings, weekends, or holidays, additional fees will apply. These fees will be clearly outlined before the service is scheduled.
- **Scope Limitations:** This section specifically addresses the repair and replacement of existing systems. If during the repair or replacement process it becomes clear that a full system replacement is required, we will discuss this with you and provide a separate estimate for the installation under our Major Installations terms.

2. Response Time

We aim to respond promptly to emergency and repair requests during business hours. Outside of these hours, we rely on an answering service, and we are not liable for delays caused by this service or by incorrect contact information. Response times may vary due to factors such as weather, high demand, or other unforeseen circumstances, and we reserve the right to decline service if necessary.

3. Diagnostics and Assessment: Upon arrival, our technicians will assess the reported issue and may perform diagnostic tests to accurately identify the problem. Please note that while our goal is to resolve the issue fully, the diagnostic process may not uncover all underlying problems initially, and subsequent repairs may reveal further issues that require additional work. If any additional issues are discovered during diagnostics or repair, we will communicate these to you and provide a revised estimate before proceeding. All diagnostics and any related work will proceed only with your explicit approval of the associated costs.

4. Pricing and Payment

Repair and replacement costs are provided on a flat-rate basis, and our invoices will reflect a single, comprehensive charge for the service. We do not itemize labor or materials separately. In some cases, a deposit may be required at the time of estimate approval, with the remaining balance due upon completion of the work. Payment is due upon invoice receipt. Please note that payment is required in full, even if the repairs or replacements do not fully resolve the issue, as our services are based on the work estimated and agreed upon. Late payments will incur a 1.5% monthly interest charge. Returned checks may incur a \$50 fee, and you are responsible for all collection and legal costs if legal action is needed.

5. Warranty of Services

We guarantee our repair and replacement services for 30 days from the date of service. This warranty covers defects in workmanship and materials we provide. Warranty claims are only valid if payment has been made in full. This warranty applies solely to the specific repair or replacement conducted and does not extend to any other parts or systems not directly involved in the service. Additionally, our warranty does not cover any parts or materials supplied by you. Any issues arising from customer-supplied parts will not be covered under our warranty, and any necessary repairs or replacements related to these parts will be billed at our standard rates.

Warranties provided by us do not cover damage or malfunctions caused by improper use, unauthorized modifications, lack of maintenance, or maintenance performed by anyone other than our authorized personnel. Additionally, warranties do not cover damage resulting from external factors such as power surges, lightning strikes, or natural disasters. Any repairs or replacements required due to these factors will be billed at our standard rates.

Part III: General Terms

1. Authorization and Acceptance

Signing an estimate, proposal, or invoice signifies your acceptance of these Terms and authorizes us to perform the specified services at the quoted prices.

2. Job Site Conditions and Customer Responsibilities

You must ensure that the job site is safe, accessible, and prepared before work begins. This includes removing any obstacles, securing pets, and ensuring that access points such as hatches, ladders, fire exits, and other necessary building features are available and in good condition. If equipment is located on roofs, porches, decks, or similar structures, you are responsible for ensuring that these areas are structurally sound, accessible and safe for our technicians to access.

The work area, both inside and outside your property, should be free of any overgrowth, clutter, excess trash, debris, or other obstructions that could hinder access or pose safety risks. Additionally, the site must be free of pests, such as insects or rodents, which must be addressed before our arrival.

The work process may involve accessing areas within your home or property, which could lead to dust, debris, noise, or minor structural disruptions. While we strive to minimize disruption, you should prepare the area accordingly and notify neighbors if necessary. We do not repair walls, ceilings, floors, siding, roofs, porches, decks, or other structural elements that may need to be accessed during the work. For such repairs, please refer to the vendor recommendations at the end of this document.

If our technicians determine that the site conditions are unsafe or inaccessible, including issues such as the presence of pests or excessive debris, we may need to reschedule the service, and rescheduling fees may apply. We are not responsible for damage to property during our work. Any delays or additional costs resulting from inaccessible or unsafe work conditions may be charged to you.

3. Custom Order Equipment

If your project requires the purchase of custom order equipment, you are responsible for the full cost of the equipment, including any associated acquisition costs, once the order has been placed. In the event that the job is canceled for any reason, you will still be required to pay for the custom order equipment in full. Upon payment, the equipment will be considered your property, and arrangements for its delivery or pickup can be made. All sales of custom order equipment are final, and we are unable to offer refunds or credits for these items.

Please note that the inclusion of custom order equipment may or may not be explicitly detailed on the invoice, depending on the nature of the project. However, your responsibility for the cost remains binding regardless of whether the equipment is itemized separately on the invoice.

4. Cancellation, No-Show, and Rescheduling Policies

- **Cancellation Fee:** If you need to cancel your appointment, please do so at least 24 hours in advance. If an appointment is canceled within 24 hours of the scheduled time, a cancellation fee of \$59 will be charged.
- **No-Show / Late Arrival Fee:** You will be given a service window for your appointment. You are expected to be on-site when our technician arrives. If you are not present when the technician arrives, you'll have a 15-minute grace period. If you arrive more than 15 minutes after the technician's arrival or don't show up, a no-show fee of \$250 will be charged. However, if our technician arrives outside the scheduled window and you are not present because of the delay, the no-show/late arrival fee will not apply.
- **Same-Day Scheduling Conflicts:** If you schedule an appointment but later realize you won't be available during the service window (e.g., you call at 8 a.m. for an 11 a.m. - 2 p.m. appointment but can't be available until 3 p.m.), please notify us as soon as possible. We will try to accommodate a new time if our schedule allows. However, if we can't reschedule and you are unavailable during the original service window, the no-show fee may still apply. To avoid this, make sure your availability matches the service window when booking.
- **Emergency Dispatch Cancellation Fee:** If you request same-day emergency dispatch and then cancel after the technician has been dispatched but before they arrive, an emergency dispatch cancellation fee of \$199.50 will be charged.

5. Unexpected Complications and Additional Work

In the course of performing our services, we may encounter unexpected complications that were not visible or apparent during the initial estimate. Examples include hidden wiring, structural issues, or additional equipment needs. If additional work is required due to these complications, we will provide you with a revised estimate, and the project timeline may be adjusted accordingly.

6. Equipment and Material Ownership

Any materials or equipment installed during the project remain the property of us until full payment has been received. We reserve the right to remove or disable equipment if payment is not made in accordance with the agreed terms.

7. Utility and Service Interruptions

During the course of electrical, HVAC, heating, or air conditioning work, it may be necessary to temporarily interrupt utilities such as electricity, gas, water, internet, cable TV, phone, heating, or air conditioning for the safety and completion of the project. It is your responsibility to ensure that the site is prepared for these interruptions at the scheduled time. If you request to delay or reschedule the interruption after our technicians have arrived on site, additional fees will apply. These fees may include costs for technician standby time, rescheduling, and any additional travel or labor required to return to the site on another day.

Please be aware that delaying a scheduled utility or service interruption may impact the project timeline and could result in significant additional charges. Rescheduling, if necessary, will be done at our discretion based on our availability. We are not liable for any inconvenience or costs related to utility or service interruptions, or delays caused by the rescheduling of these interruptions.

8. Site Security and Access

You are responsible for ensuring that our technicians have secure and safe access to the job site throughout the duration of the project. This includes providing keys, gate codes, or any other necessary permissions. If access is restricted or delayed, this may result in additional charges.

Additionally, if you request or permit us to leave equipment, tools, or materials on-site during or after work hours, you are responsible for ensuring the security of these items. We are not liable for any theft, loss, or damage to equipment, tools, or materials left on-site at your request. If any such items are stolen or damaged while under your responsibility, you will be liable for the full cost of replacing the equipment, tools, or materials, as well as any delays or additional costs resulting from the loss. This includes either covering the replacement cost of our equipment or compensating for any delays and additional expenses incurred due to the theft or loss of your materials.

9. Subcontractors

We may use subcontractors for certain services, and you are responsible for their costs as part of our invoice. We ensure their compliance with our service standards.

10. Mechanics' Liens

You acknowledge that unpaid contractors and subcontractors may file mechanics' liens against your property. A mechanics' lien is a legal claim against your property by unpaid contractors, subcontractors, or suppliers who have provided labor or materials for work performed on your property. We ensure that our subcontractors and suppliers are paid, provided you have paid us in full. However, if you fail to make the required payments, you may be subject to a mechanics' lien on your property. To protect your property from such claims, it is crucial to ensure timely payments for all services rendered.

11. Limits of Liability

Our liability for any claims arising out of or related to the services provided under this agreement is limited to the lesser of the amount covered by our insurance or the total fees you have paid for the specific

service from which the claim arose. Under no circumstances shall we be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, lost revenue, or loss of use, even if we have been advised of the possibility of such damages. This limitation applies to all claims, whether based on warranty, contract, tort (including negligence), or any other legal theory.

12. Regulatory Compliance and Permits

We will ensure that all work performed complies with applicable local, state, and federal building codes, safety standards, and regulations. As part of our service, we will obtain any necessary permits required for the work to proceed. However, it is your responsibility to inform us of any specific zoning or regulatory requirements that may affect the installation and to secure any necessary approvals or permissions from landlords, homeowner associations, or relevant authorities before work begins. Failure to comply with these requirements may result in delays, additional costs, or legal consequences, for which we are not liable. Any delays or additional costs arising from non-compliance with these requirements will be your responsibility.

13. Force Majeure

We are not liable for delays or failures in performance due to events beyond our control, commonly referred to as force majeure events. These events may include, but are not limited to, natural disasters (e.g., earthquakes, floods, hurricanes), governmental orders or restrictions, pandemics, strikes, labor disputes, supply chain disruptions, manufacturer delays, distributor delays, transportation delays, power outages, or any other unforeseen events that prevent us from fulfilling our obligations under this agreement. If a force majeure event occurs, we will make reasonable efforts to notify you and resume performance as soon as practicable. However, we are not responsible for any costs or damages arising from such delays or failures.

14. Assignment

You may assign this agreement to a successor with notice. We may transfer this agreement with notice to you.

15. Governing Law

This agreement is governed by the laws of Massachusetts.

16. Entire Agreement

This document constitutes the entire agreement between us and supersedes all prior agreements.

17. Vendors

For wall, ceiling, floor, siding, roof, or other repairs, we recommend contacting the following vendor, though we do not guarantee their work: Michael Bailey at 617-347-8054