

ADDITIONAL TERMS AND CONDITIONS

This Agreement is a maintenance agreement, not an insurance policy, extended warranty or service contract. This Agreement is between the Seller and the Purchaser and provides for certain inspections and maintenance services for your heating, cooling and/or plumbing equipment listed on the front page of this Agreement as indicated herein.

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 3. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, unit cabinets, insulating material, structural supports and other non-moving parts, are not included in this Agreement.
 4. The customer understands that equipment is subject to a first inspection.
 5. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
 6. This agreement is not in force until the system has had its initial inspection and found to be serviceable.
 7. Customer agrees to keep this plan for a minimum of 12 months.
- I. This Agreement starts at 12:01 a.m. local time on the effective date identified on the front of this agreement and renews monthly until canceled in writing. Customer agrees to keep for minimum of 12 months. Waldrop may, in its sole discretion, increase or decrease its Fees as necessary in order to implement enhancements and/or comply with changes in Federal, State and local law, regulation or industry standards and practices.
 - II. This Agreement provides for specified inspections and maintenance only for the heating, cooling and/or plumbing equipment listed on the front of this Agreement.
 - III. We will provide the following benefits to you during the term of this Agreement with respect to the listed equipment: A. We will perform one performance inspections on your listed equipment. Performance inspections will include (to the extent applicable and to the extent of the components of your listed equipment are accessible) those services indicated on the front of this Agreement. B. You may contact us to schedule your performance inspections. Performance inspections will be scheduled to be completed during the term of this Agreement during normal business hours. C. For other service, we will use reasonable efforts to provide you with priority service through preferential treatment in the scheduling of your call. You may contact us for emergency service during hours of our operations. Emergencies are situations that create substantial risk or injury to persons or substantial property damage. Outside of our operational hours please call 911 in situations where risk of injury or substantial property arise.
 - IV. This Agreement may be transferred or canceled as follows: A. This Agreement may be transferred by you only to the person to whom you sell your residence during the term of this Agreement. This Agreement may be transferred by us at any time. B. No service will be required to be rendered by us under this Agreement if you have a past-due account and this Agreement can be canceled by us for fraud, material misrepresentation, your failure to make any payment required under this Agreement when due or your failure to pay for any services or goods rendered or provided by us to you, whether in connection with this Agreement or otherwise. C. In addition to any right you may have under the law or elsewhere in this Agreement, you may cancel this Agreement within the first three days following the effective date of this Agreement. If no services have been performed under this Agreement or if required by law, you will receive a full refund.

Limitations of Liability and Indemnities

1. The Contractor is not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any other cause beyond Contractor reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.
4. The Contractor's liability, if any, upon any warranty, either expressed or implied, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.
5. The Contractor's liability, if any, upon replacement/repair of dryer vent or condensate drain line will become void if the Contractor quoted replacement/repair and Buyer declined or chose to postpone replacement/repair.

PLAN CANCELLATION INSTRUCTIONS

Please note that you hereby agree to keep this plan a minimum of 12 months, after your initial 12 months you may cancel this plan at any time with written notice. Any refunds will be at the sole discretion of Waldrop based on maintenance service provided.

To cancel this transaction, deliver a signed and dated copy of this cancellation notice (or other written notice), or mail (postmarked within 72 hours), to: Waldrop Home Services, Inc. P.O. Box 760 Reidville, SC 29375 or 331 S. Hammett Rd., Greer, SC 29651.

I hereby cancel this transaction: _____ / ____ / ____ Buyer Signature Date

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 21 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

I understand and hereby agree to the afore noted terms and conditions by signature below:

Buyer Signature _____ / ____ / ____ Buyer Signature Date