

# Conn Mechanical Systems Services LLC.

5521 White Horse Pike  
Egg Harbor City, NJ 08215  
(609) 965-1930

Licensed and Insured / Residential and Commercial Services  
HIC License # 13VH02461600  
Master HVACR Contractor License # 19HC00245700  
Master Plumbing Contractor License # 36BI01377400

## Terms & Conditions...Please Read

**\*\*Conn Mechanical Systems Services LLC is noted below as CMS\*\***

- ❖ The term of Conn Mechanical Maintenance plans is one (1) year from date of purchase.
  - ❖ The "unit covered under this plan" refers to the specific equipment—such as a heater, air conditioner, heat pump, geothermal unit, boiler, or water heater—on which maintenance will be performed under this agreement. If there are multiple heaters or air conditioners, you will need to specify the unit(s) to which you want to apply coverage.
  - ❖ Upon payment of Maintenance plan, it is up to the customer to schedule their maintenance visit or visits. Unscheduled maintenance visits are not rolled over after the Membership year has expired. For heating systems, this should be done between August 1 and October 31, and for air conditioning systems, between April 1 and June 1.
  - ❖ Service calls received outside of normal business hours (7 AM to 4 PM, Monday through Friday) for units that are not operating due to dirt, or clogs may incur a higher rate for after-hours service calls.
  - ❖ The "covered unit" does not include related equipment such as humidifiers, zone valves, electronic air cleaners, distribution ducts, piping, fuel lines, or electrical service unless otherwise stated in the signed contract.
  - ❖ Plus and Premium maintenance members receive a 12% discount on parts and labor for repairs on the covered unit. This discount does not apply to our dispatch fee or the purchase of replacement equipment.
  - ❖ We reserve the right to refuse service if any safety risks are present or if repairs may cause harm to our technicians onsite, including during inclement weather or in a state of emergency.
  - ❖ Payment for this agreement is due either in full or according to previously agreed-upon terms. The agreement becomes valid only upon receipt of payment and is nonrefundable.
  - ❖ These terms and conditions override all prior agreements and may be changed at any time.
  - ❖ The plan will be void if you obtain services from others, refuse necessary repairs for safe operation, attach incompatible devices to the system, or fail to comply with our credit terms.
  - ❖ The discount provided as part of our Plus Packages is based on our current or flat-rate pricing. Equipment covered by a manufacturer or third-party warranty is not eligible for this discount.
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- ❖ The plan does not cover parts of your heater, air conditioner, heat pump, geothermal unit, etc., except for those specifically named in the service plan. However, we do warranty any parts we replace for up to (1) one year.

- ❖ You are responsible for properly operating the equipment, which includes ensuring there is water in the boiler, flushing the low water cut off, checking switches and fuses, and scheduling regular inspections during periods of absence.
- ❖ For oil heat customers: CMS is not liable for fouling caused by using dirty or non-heating fuel.
- ❖ Basic filters are included in the package for oil customers only. However, screw-on filters and tiger loop filters incur additional charges.
- ❖ Declining recommended repairs may result in equipment failure, which could affect any applicable warranties. CMS is not responsible for this.
- ❖ Priority emergency services provide our enrolled customers with preferred emergency service scheduling during business hours from 7 AM to 8 PM, Monday to Sunday, unless dangerous or extreme weather conditions arise.
- ❖ Breeching must be accessible for cleaning; chimney cleaning is not included.
- ❖ If your unit is not functioning due to a lack of fuel, a service call charge will apply. Additionally, if a return visit is necessary after a fuel delivery, another service call charge may apply. Please note that after-hours service calls for lack of fuel may be billed at after-hours pricing, regardless of any active plan.
- ❖ This agreement covers repairs due to normal wear. Repairs for reasons such as fire, water damage, abuse, freezing, lightning, lack of electricity, vandalism, tampering, unusual operation, acts of God, etc., are not covered.
- ❖ Plus Maintenance Plans include one (1) part per service plan year, as specified in the plan.
- ❖ The pricing for package labor depends on the selected package. Systems that require extra time to clean heat exchangers due to conditions outside of normal circumstances may incur additional charges.
- ❖ This agreement does not provide a guarantee against equipment failure.
- ❖ High-voltage electrical connections and related components are not covered under this agreement.
- ❖ Inaccessible refrigeration lines and electrical wiring repair or replacement are not included in this agreement.
- ❖ Ductwork and items that may deteriorate due to corrosion, age, poor installation, or faulty design are also not covered.
- ❖ CMS will provide all materials and labor necessary to perform the scheduled maintenance outlined in your service package.
- ❖ CMS is not responsible for the removal or disposal of any hazardous materials or mold.
- ❖ CMS's maximum liability, with any claim or cause of action, shall not exceed the annual amount of this agreement.
- ❖ This agreement does not include any repairs or maintenance that are not specifically stated. We will obtain written authorization before performing any repairs not covered by this agreement.
- ❖ CMS reserves the right to modify or terminate the program and/or deny service for specific HVAC equipment in the event of a violation of the terms of this agreement, engagement in fraudulent activities or misrepresentation, or if the condition of the HVAC equipment is found to be non-compliant with applicable building codes.
- ❖ If any monthly payment is missed, delayed, or made late, the entire balance owed under the contract or Plan will become due immediately. Any unpaid amounts will accrue interest at a rate of 1.5% per month. If legal action is necessary to collect charges listed on the invoices, you will be responsible for all attorney fees and costs. If your balance remains unpaid for more than thirty (30) days, you acknowledge and agree that CONN MECHANICAL may cease all work under the Maintenance Plan. You also understand and accept that any resulting damage will be solely your responsibility.