

## **Terms and Conditions for our “WeCare” Agreements**

**Duration, Renewals, Cancellation, Transfers, and Refunds** – This agreement is for a 12-month period. It will renew automatically. The customer will be given at least 30 days’ notice prior to any price increases or changes to the Terms and Conditions and has the right to cancel the agreement at any time by giving «Company» ClimateCare 30 days' notice after the initial 12-month term. «Company» ClimateCare reserves the right to not offer an agreement to any customer nor to renew an agreement. If a customer cancels an agreement there will be no refund (and no balance owing in the case of monthly paid plans). A customer who is moving may transfer an agreement to their new home provided it is within «Company» ClimateCare’s normal service area.

**Qualifying Equipment** - Only approved residential equipment installed in a residential home qualifies for “WeCare” Agreements. Specifically only natural gas, propane, and electric furnaces, hot water boilers less than 200,000 BTUH, air handlers, split system heat pumps/air conditioners 5 tons nominal capacity and smaller, duct free split system heat pumps/air conditioners 3.5 tons nominal capacity and smaller, natural gas fireplaces less than 55,000 BTUH capacity, natural gas and propane under fired storage type water heaters less than 50,000 BTUH capacity, natural gas and propane tankless water heaters and boilers less than 200,000 BTUH, flow through and drum style humidifiers, HRV and ERV with less than 300 CFM capacity. Oil fired equipment is excluded from our plans. Gas logs, conversion burners, window or sleeve heat pumps/air conditioners, Packaged Terminal Air Conditioners, and rooftop equipment are not eligible for WeCare Agreements. All equipment must be installed within our normal service areas. Equipment installed in attics is excluded from our plans. The customer must supply reasonable access (as defined in the current gas code and manufacturers’ installation and service instructions) to all equipment that is covered.

**Repairs Recommended during a Precision Tune-Up** – Any repairs recommended by «Company» ClimateCare during a Precision Tune-Up must be completed at that time. The cost of these repairs will be quoted to and authorized by the customer prior to any of these repairs being initiated. In the case of a Precision Tune-Up or a WeCare Maintenance, the customer is responsible for the cost of the repairs. WeCare Protection Plus plans cover the cost of the repairs, subject to the terms of the agreement. If a customer is unwilling or unable to authorize the recommended repairs, any equipment failures that occur as a result of the repairs not being done will not be covered by the benefits of the agreement i.e., the 90-day diagnostic warranty, discounted repair rates and no after-hours premiums will be forfeited. If a discounted Precision Tune-Up is being performed to qualify the equipment (as part of their initial application for a WeCare Maintenance Agreement or a WeCare Protection Plus Agreement) and the customer is unwilling or unable to authorize the recommended repairs, the equipment will no longer qualify for the WeCare Agreement and the full, regular charge will apply to the Precision Tune-Up.

**Precision Tune-Up** – A Precision Tune-Up is on a single piece of equipment and includes a systematic and thorough inspection of the equipment to determine that it is working safely, reliably, and to manufacturer’s specifications. Payment is due at the time of inspection. The only benefit included with the Precision Tune-Up is a 30 day diagnostic warranty i.e. If the piece of equipment should fail within the 30-day period following the Precision Tune-Up «Company» ClimateCare will return and diagnose the problem at no charge. All repairs required will be quoted and charged at regular or after-hours-rates as applicable.

**WeCare Maintenance Agreement** – This agreement includes a complimentary annual Precision Tune-Up for each piece of equipment on the plan. Each piece of equipment is covered by a 90-day diagnostic warranty starting from the date on which the Precision Tune-up is completed. All equipment covered by the agreement receives these additional benefits:

priority scheduling, no after-hours premiums, and a reduced diagnostic fee outside the initial 90-day diagnostic warranty, a 20% discount off the regular daytime rate for any required repairs regardless of when the repairs are required, and a 5% discount off our regular price for any piece of equipment on this plan that they chose to replace.

**WeCare Protection Plus Agreement** - This Agreement includes a Precision Tune-Up for each piece of equipment covered under this plan. Diagnostic fees are waived, and the equipment is covered by a parts and labour warranty plan as described. This plan is designed to protect the customer from unexpected costs associated with breakdowns caused by normal wear and use. As such, external power interruptions, plugged vents or drains, damage/failure caused by external forces, flood, fire, vandalism, wilful acts, and repairs by other than «Company» ClimateCare technicians are not covered. Cabinets, casings, covers and paint are excluded. It does not include consumable supplies such as filters and water panels, not issues caused by plugged filters and/or lack of air flow. Specifically, the assurance portion of the plan covers all the components supplied by the original equipment manufacturer except for parts and labour for compressors or refrigerant leaks on equipment or parts and labour to replace heat exchangers. In all cases, «Company» ClimateCare will recognize terms and conditions of any existing manufacturer's warranties. Should the covered equipment be replaced by «Company» ClimateCare, it is eligible for a 5% discount.

**WeCare Protection Agreement** – This agreement is limited to the benefits of the assurance portion of the above plan except that there is a maximum annual cap of \$800.00 for diagnostic and repair charges combined. This annual cap is calculated by totalling the amount that we would have charged if there was no coverage i.e., if there is an after-hours call then we will add our after-hours diagnostic fee to the after-hours repair cost and apply that total towards the annual cap. If the total is less than the annual cap, we will hold the balance in reserve to apply against a future repair. If the total exceeds the cap, the customer will be required to pay the difference. The annual cap resets upon renewal. This plan has a cooling off period of 15 calendar days from the time the plan is activated until coverage applies. This 15-day cooling off period can be waived by one of our technicians if the equipment is deemed to be in proper working order i.e., they have just completed a diagnostic/repair call.

**Future Changes to the Terms and Conditions** – «Company» ClimateCare may make changes to plan pricing and the above terms and conditions. Changes will not apply until the time of renewal. Notice of any changes will be given prior to renewal. A copy of the current Terms and Conditions will be available on our website: «Website»

**Limits of Liability** – «Company» ClimateCare accepts no liability for consequential damage caused by misdiagnosis or delays in completing diagnosis or repairs. We will take all reasonable care in executing this agreement; but under no circumstances be liable for indirect, consequential, incidental, or economic damages to any person or property. Component repair/replacement is at the sole discretion of «Company» ClimateCare. If we are unable to repair equipment covered by a plan (such as but not limited to, lack of availability of parts) then our sole obligation is to terminate the plan and return any unused funds for the current agreement period. Refer to the section on refunds.