

Terms and Conditions

Simpson Terms and Conditions

THIS TERMS & Conditions Agreement AND THE PROPOSAL (hereinafter the "PROPOSAL") attached hereto as Exhibit "A" together constitute the sole "Agreement", as of the below signed date (the "EFFECTIVE DATE") between the below signed customer ("CUSTOMER") and SIMPSON AIR CONDITIONING a corporation formed under the laws of the state of Mississippi, having an address of 815 W Alexander Street, Greenville, Mississippi 38701 ("SIMPSON") WITH REPSECT TO THE PRODUCTS AND SERVICES SET FORTH ON THE Proposal purchased by CUSTOMER.

1.0 OFFER AND ACCEPTANCE. All orders shall be subject to acceptance by SIMPSON by way of signed PROPOSAL by a SIMPSON authorized representative. The term "Contract Documents" shall include the Proposal and these Terms and Conditions. The Contract Documents shall also include where appropriate any attached exhibits and any other contracts that are mutually agreed by the parties. The Contract Documents shall conclusively supersede prior offers and negotiations. Published or quoted prices, discounts, and terms and conditions are subject to change without notice unless confirmed in writing prior to such change.

2.0 Fees. The fees for all scheduled services with SIMPSON including, but not limited to, estimates, HVAC service work, Plumbing service work, Electrical service work, etc. are as follows. The hourly rate per technician is \$125.00 during normal business hours. If any parts, materials, rentals, or equipment is used there will be an additional fee for said products. Any work performed after 4:30PM Monday-Friday or anytime Saturday and Sunday is considered to be after hours at which the rate is increased to \$187.50 per hour for each technician. All work is subject to a fee for travel time in the same amounts listed above. There will be a minimum fee of one hour per man of work for each service call. It is standard company policy to send two men to every plumbing service call due to the nature of this work. If work is quoted by SIMPSON and the CUSTOMER agrees to the quoted amount, the CUSTOMER is then only required to pay the quoted amount. In addition, all rates will be charged applicable sales tax. Listed below are fees for frequently used materials and equipment. All invoices will be subject to a flat rate processing fee of \$15.00 added to the total price as well.

Jetter - \$495.00 per use

Auger - \$100.00 (Small) \$125.00 (Medium) \$150.00 (Large) per use

Camera - \$350.00 per use

Locator - \$350 per use

Refrigerant (Freon) - \$154.00 per lb.

Excavator - \$750.00 per day

Scissor Lift - \$350.00 per day

3.0 PAYMENT. Payment is due on the date of service unless otherwise noted within the Invoice or Proposal. All customers will be required to place a credit card on file with SIMPSON. The customer can choose to pay with the credit card on file or cash. Credit card payments are subject to a processing fee of 3.50% (Subject to change). SIMPSON will require a pre-authorization be placed on the credit card put in the CUSTOMER file. This pre-authorization will not be billed to you until work is completed; however your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. This is to ensure that the card details are valid and that you have sufficient funds to complete the transaction. Payments not received in full on the day of service are subject to a late fee and/or interest. Unpaid invoices after 30 days are subject to collections which include, but are not limited to, Property Lien, Theft of Services filed at the local Police Department, Civil Court, Garnishment, and reporting to all national collection agencies. All legal fees incurred by SIMPSON in relation to collecting on a past due account will be passed along to CUSTOMER. Upon execution of the INVOICE or PROPOSAL, CUSTOMER will provide payment as provided in the INVOICE or PROPOSAL.

4.0 SCHEDULING OF SERVICES AND PRODUCTS. The scheduling of services will be mutually agreed upon by the CUSTOMER and SIMPSON pursuant to the PROPOSAL. The Products to be provided to CUSTOMER are set forth in the PROPOSAL.

5.0 WARRANTIES AND LIMITATION OF WARRANTY. It will be CUSTOMER'S responsibility to promptly inspect within 10 days of delivery all Products for defects and to promptly notify SIMPSON of nonconformity of defect. SIMPSON will inspect all complaints of nonconformity or defect and determine at its sole and absolute discretion the appropriate course of action. SIMPSON does not make any other warranties whether express or implied, except as set forth in the Contract Documents.

5.1 LIMITED WARRANTY. SIMPSON warrants that CUSTOMER shall acquire good and clear title to Products being purchased by CUSTOMER hereunder, free and clear of all liens and encumbrances. SIMPSON SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE IF SUCH FAILURE OR DELAY IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND ITS CONTROL.

5.2 WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT DOCUMENTS, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FROM COURSE OF DEALING, USAGE OR TRADE.

5.3 LIMITATION OF DAMAGES. IN NO EVENT WILL SIMPSON BE LIABLE FOR LOSS OF PROFITS OR FOR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE PRODUCTS AND SERVICES. SIMPSON'S TOTAL LIABILITY, IF ANY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF CONTRACT, TORT, AND BREACH OF WARRANTY OR CONDITIONS, INFRINGEMENT, THIRD PARTY CLAIMS OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO SIMPSON UNDER THE CONTRACT DOCUMENTS.

6.0 PERMITS. SIMPSON will apply and secure all necessary permits for the project referenced in the PROPOSAL and the CUSTOMER is responsible for payment of permits. Permit fee will be considered final payment.

7.0 MAINTENANCE. As per the manufacturer, the Products should have professional maintenance each year to prevent problems such as water leaks, clogged filters, and failed safety devices. SIMPSON will not be responsible for damages or extended warranty if professional maintenance is not performed annually.

8.0 AIR BORNE CONTAMINANT AND POLLUTANT DISCLAIMER. It is expressly agreed and understood that SIMPSON has been retained for the exclusive purpose of installing and/or replacing the specific equipment referred to in the Proposal.

While SIMPSON has determined that the specific Product referred to in the Proposal's in need or replacement, it is agreed and understood that SIMPSON has not been retained to perform a comprehensive inspection or evaluation of the entire HVAC system at the subject premises which would include all mechanical equipment in the air distribution system. A comprehensive inspection and evaluation of the entire HVAC system is available, upon request, at an additional cost. In the event a comprehensive inspection evaluation is requested, SIMPSON will prepare a separate written proposal for the CUSTOMER's review and acceptance.

Many residential, commercial, and industrial building contain contaminants or pollutants which originate from a variety of sources, including but not limited to building materials, insulation, furnishings, moisture processes and activities from within the building and outdoor sources. These contaminants or pollutants may become airborne as a result of the air distribution process that is basic to the operation of an HVAC system. It is expressly agreed and understood that SIMPSON has not been retained to identify, investigate, or test for the presence of any such contaminant or pollutants. SIMPSON will not be responsible for any damage caused if any such contaminants or pollutants become airborne as a result of the air distribution process associated with the HVAC system SIMPSON proposes to install. Should CUSTOMER desire an investigation or testing to determine the presence of contaminants or pollutants, CUSTOMER must hire an indoor environmental professional. SIMPSON will not be responsible for any damages caused by mold. SIMPSON also is not doing any investigating for mold. Should CUSTOMER desire an investigation or testing, CUSTOMER must hire an indoor environmental professional.

9.0 Right of cancellation:

NOTICE TO CUSTOMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY

AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: SIMPSON AIR CONDITIONING, 815 W ALEXANDER STREET, GREENVILLE, MS 38701 (662)332-2354.

10.0 INSURANCE. A copy of SIMPSON's certificate of commercial general liability insurance and the telephone number and address of the insurance company is available upon request.

11.0 NOTICES. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, transmitted by confirmed facsimile or three (3) days after being mailed by certified first class mail, postage prepaid, return receipt requested, at the addresses set forth below (as the same may be changed from time to time by notice similarly given) or the last known business or residence address of any party.

12.0 SEVERABILITY. The invalidity of all or any part of any provision of any Contract Document shall not render invalid the remainder of such provision. If any provision shall be determined to be unenforceable due to being overbroad, such provision shall be deemed modified and amended to be only as broad as is enforceable.

13.0 GOVERNING LAW, CONSENT TO JURISDICTION. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to the principles of conflicts of law thereof. The parties hereby submit, for the sole purposes of enforcement of the Contract documents, to the exclusive jurisdictions of the state and federal courts of Mississippi, and waive any objection (on the grounds of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction.

14.0 WAIVER OF BREACH. The waiver by any part hereto of a breach of any provision of the Contract Documents shall not operate not be construed as a waiver of any subsequent breach.

Customer Name

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Date

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Place of Employment

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Employers Contact Number

****Need for verification of employment for new customers****

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