

CHARLESTON AIR CARE CUSTOMER CARE GUARANTEES – PART II

The GUARANTEES of Charleston Air Care on the reverse side of this page are subject to the

following: All manufacturer warranties on new equipment and materials recommended and installed by Charleston Air Care are hereby assigned to Customer, who acknowledges receipt from Charleston Air Care of all documentation (or all necessary information to access electronic documentation) for such equipment and materials.

2. All damage or failure resulting from negligence of anyone other than Charleston Air Care, accident, Acts of God, severe weather, power surge, lightning, insured hazard, freezing temperature, fire, smoke, abuse, misuse, vandalism, malfeasance or neglect, or due to animals, lawn chemicals or other foreign substances, or resulting from improper clearance, collapse or growth of trees, plants, rock, fences or other structures is not subject to and is excluded from coverage under the GUARANTEES.

3. Customer acknowledges Charleston Air Care has offered Customer an Atlanta Air Care maintenance contract for the equipment recommended and installed by Charleston Air Care.

4. If any payment due to Charleston Air Care from Customer is not paid in good funds when due or is dishonored or rejected by any financial institution, the GUARANTEES shall all become void and Charleston Air Care shall be irrevocably released from further responsibility if such failure to pay is not cured within one (1) business day of notice to Customer. Such voiding of GUARANTEES and irrevocable release are in addition to all other rights and remedies of Charleston Air Care to pursue collection.

5. If maintenance or repairs are performed by any third party, such performance voids these GUARANTEES and irrevocably releases Charleston Air Care from all GUARANTEES.

6. Customer acknowledges the duty to properly and timely perform all manufacturer recommended maintenance and all Charleston Air Care recommended maintenance. Such maintenance may include filter replacement, periodic cleaning of coils and professional servicing not less frequently than every twelve months. All damage or failure resulting directly or indirectly from Customer failure to so perform is not subject to and is excluded from coverage under the GUARANTEES.

7. Customer hereby guarantees to grant safe access to all necessary areas for Charleston Air Care personnel to perform on these GUARANTEES and to provide reasonable cooperation, including use of Customer's utilities (e.g. electric, water, bathrooms, etc.) for such performance.

8. These GUARANTEES may be assigned for the remainder of the applicable periods to any successor of Customer upon notice to Charleston Air Care identifying the successor and including a Sixty (\$60.00) Dollar Assignment fee. All successors of Customer are bound to all terms hereof.

9. If Charleston Air Care is in any way delayed or prevented from performing any obligation due to fire, electrical outage, act of God, governmental act or inaction, labor dispute, terrorism, the public enemy, weather, or inability to procure materials or any other *force majeure* or cause beyond Charleston Air Care's reasonable control (whether or not similar to the named events), then the time for performance of such obligation shall be fully excused and extended for a period equal to the period of such delay or prevention.

10. Any warranty work undertaken more than one year after installation is complete shall be subject to Charleston Air Care's then standard fixed Trip Fee.

11. These GUARANTEES are made under the laws of the State of South Carolina. Any matter arising hereunder shall be heard in a court of competent jurisdiction in Berkeley County, South Carolina, where the Customer and Charleston Air Care agree venue shall be proper.