

INSTALLATION

AUTHORIZATION. "You" means the customer set forth on this Proposal and Agreement for HVAC Installation and any attached or incorporated documents (collectively, the "Agreement"). You authorize its agents: 1) to provide the installation of goods and services specified in this Agreement (the "Installation"); 2) to inspect the Installation and 3) to pay the balance due, if any, to Furnace Factory Direct Inc. when the Installation is complete.

1. This Proposal shall only become a valid contract when signed by the customer and a Furnace Factory Direct Inc. Representative. The customer will have the right to cancel this contract at the customer's sole discretion within ten days after receiving a copy of this contract. (see Consumer Protection Act.)
2. If the installation cannot take place because of physical barriers or code requirements, legal constraints, or concealed damage or structural weakness to the premises that would affect the installation, Furnace Factory Direct Inc. may cancel this contract and, if applicable, return any money collected.
3. The specifications set out on the first page are based on an understanding that there are no constraints that would affect the installation. If the installer determines that the installation cannot take place or continue substantially in accordance with the specifications set out on the first page because of factors such as Building Code or local by-law requirements, then Furnace Factory Direct Inc. will propose the changes that may be required by this contract, including any change to the price. Following receipt of such proposed changes, the customer will have the following two options: (i) agree to the changes, including any change in price; or (ii) refuse to agree to the changes and cancel the contract with no cost or penalty or any other obligation, and, if applicable, Furnace Factory Direct Inc. will return any money it has collected under the contract.

RESPONSIBILITIES OF CUSTOMER

- In such cases that walls or ceilings need to be cut for access, it is the sole responsibility of the customer to repair or patch as required. It is NOT the responsibility of Furnace Factory Direct Inc.
- In order for the equipment to operate at full capacity, the supply air and return air duct system must be adequately designed. When replacing a furnace, air conditioner, or any accessory attached to a duct system, we will leave the existing system in place and transition to this system only. We cannot be responsible for any issues occurring because of inadequate duct work or poor design.
- In the case of new construction or a building where the entire ductwork system is installed by us, it is understood that Furnace Factory Direct Inc. is acting as an installer and not a designer of that system. We therefore cannot guarantee performance of that system. We rely solely on design plans by licensed duct designers and building codes for guidance. In situations where no plans are provided, we will do our best to follow industry standards and good design practice but cannot guarantee performance.

Construction or Mechanic's Liens. Furnace Factory Direct Inc., the Service Provider or any labourer may have a claim against you for failure to pay for materials supplied or services performed and may enforce this claim by filing a lien against your property after providing you with notice.

Payment. Contracts not paid in full on the date of installation or before are subjected to a 5% late fee on the total contract amount and 2% per month interest on the outstanding balance. If payment is not made, Furnace Factory Direct Inc. can remove said equipment/materials at customer's expense. Any damages resulting from said removal shall NOT be the responsibility of Furnace Factory Direct Inc. Warranty: All materials, parts and equipment are warranted by the manufacturer's or suppliers written warranty only. All labour performed by Furnace Factory Direct Inc. is warranted for 30 days, or as otherwise indicated in writing.

Warranty. Please see the warranty that applies to the equipment we have installed for that particular manufacturer. It is to be understood that parts and labour warranty are provided through the manufacturer or Furnace Factory Direct Inc. All parts warranty is from the manufacturer only. Most 10-year parts warranties reduce to a five-year warranty unless they are registered with the manufacturer. Registering equipment is the responsibility of you the customer, although we can assist with this process. Unless otherwise stated, labour warranty is for one year from Furnace Factory Direct Inc. on equipment only, NOT accessories such as humidifiers, thermostats or anything else other than an air conditioner or furnace. Labour warranty can be extended to a 10-year period by maintaining your equipment annually with Furnace Factory Direct Inc. For each year the equipment is maintained, Furnace Factory Direct Inc. will give an additional year of labour up to a maximum of 10 years. If a 6 months time lapses past the 12 month maintenance required (a total of 18 months from the last maintenance), the labour warranty is void. No warranties extend to liability for incidentals, special, or consequential damage. Any damage to the premises caused by equipment failure or lack of maintenance is not the responsibility of Furnace Factory Direct Inc.