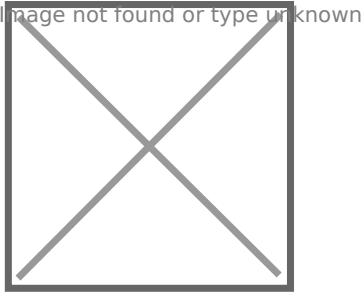


CYPRUS AIR, INC  
7525 Richmond Highway  
Alexandria, VA 22306  
support@indoorcomfort.com  
P) 703.765.9400  
F) 703.765.3300  
C) 703.338.8343



CYPRUS AIR, INC  
License #'s:  
(See Supplement)

INSTALLATION CONTRACT

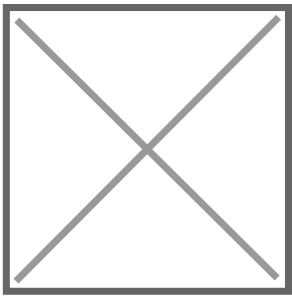
Please read carefully.

|  |   |  |  |   |
|--|---|--|--|---|
| <b>SYSTEM PACKAGE</b><br>Direct Vent Insert -<br>Natural Gas | <b>ESTIMATOR</b><br>Mohsin TestAcc  | <b>PHONE</b><br>787 874 7474   | <b>EMAIL</b><br>mohsin.nyusoft@gmail.com                                     | <b>SUPPLIER</b><br>ELPP Fireplaces<br>Business Unit |
| <b>CUSTOMER NAME</b><br>sahiluser testAcc                    | <b>INSTALLATION ADDRESS</b><br>Newbury Street<br>Boston, Maryland 45454<br>858 585 8585 | <b>BILLING ADDRESS</b><br>Newbury Street<br>Boston, Maryland 45454<br>858 585 8585 | <b>PRIMARY PHONE</b> 858 585 8585<br><b>EMAIL</b><br>sahil11041995@gmail.com |   |

|                 |                   |                 |                    |
|-----------------|-------------------|-----------------|--------------------|
| <b>SYSTEM 1</b> | Gas Insert System | <b>LOCATION</b> | Lower Level System |
| <b>SYSTEM 2</b> | Gas Insert System | <b>LOCATION</b> | Lower Level System |

|          | Product                       | SKU  | Type   | Size   |
|----------|-------------------------------|--|--|--|
| SYSTEM 1 | Gas Insert System             | Provident 35                                       | Direct Vent Insert, Natural Gas  | Front Width - 36-5/8", Front Height - 24-1/4", Depth - 15", Rear Width - 25-1/8"                                   |
|          | Front                         | INFIT-35-BK Inside Fit 35" Screen<br>Front Black   | Black  | 4 Ceramic Fiber Logs   |
|          | Surrounds                     | MI35-4229-BK Small 35" Surround<br>42" x 29" Black | Black, Graphite, New Bronze  | Small - 42" x 29",<br>Medium - 44" x 32",<br>Large 48" x 32"   |
|          | Chimney Venting & Termination | LINK-DV4-30B                                       | Direct vent insert kit - one 4' - liner,<br>one 30' - liner, plus term cap<br>components | FREE SMART-STAT-<br>HHT Remote<br>Control - IPI or SP<br>(on/off, temp<br>readout, thermostat<br>mode, timer mode) |

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(See Supplement)

| Product           |                               | SKU   | Type   | Size   |
|-------------------|-------------------------------|---|--|--|
| Gas Insert System |                               | Provident 35                                    | Direct Vent Insert, Liquid Propane   | Front Width - 36-5/8", Front Height - 24-1/4", Depth - 15", Rear Width - 25-1/8"                   |
| SYSTEM 2          | Front                         | INFIT-35-BK Inside Fit 35" Screen Front Black   | Black  | 4 Ceramic Fiber Logs   |
|                   | Surrounds                     | MI35-4229-BK Small 35" Surround 42" x 29" Black | Black, Graphite, New Bronze  | Small - 42" x 29", Medium - 44" x 32", Large 48" x 32"   |
|                   | Chimney Venting & Termination | LINK-DV4-30B                                    | Direct vent insert kit - one 4' - liner, one 30' - liner, plus term cap components | FREE SMART-STAT-HHT Remote Control - IPI or SP (on/off, temp readout, thermostat mode, timer mode) |

| OPTIONAL ACCESSORIES FOR SYSTEM 1                              |  |  |  |
|--|--|--|--|
| FS-FB35-NB Firescreen Front, New Bronze for Escape 35 ( \$40 ) |  |  |  |

| OPTIONAL ACCESSORIES FOR SYSTEM 2                              |  |  |  |
|--|--|--|--|
| FS-FB35-NB Firescreen Front, New Bronze for Escape 35 ( \$40 ) |  |  |  |

| SYSTEM 1                                      |                  | SYSTEM 2                                      |                  |
|---|------------------|---|------------------|
| Electrical Components & Glass Liners Warranty | 10 Years         | Electrical Components & Glass Liners Warranty | 10 Years         |
| Burners & Logs Warranty                       | 10 Years         | Burners & Logs Warranty                       | 10 Years         |
| Firebox                                       | Limited Lifetime | Firebox                                       | Limited Lifetime |
| Heat Exchanger                                | Limited Lifetime | Heat Exchanger                                | Limited Lifetime |
| Parts Warranty                                | 10 Years         | Parts Warranty                                | 10 Years         |
| Labor Warranty                                | 10 Years         | Labor Warranty                                | 10 Years         |

|                                    |   |
|------------------------------------|---|
| Enroll in Diamond Maintenance Plan | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Price per Month                    | \$80  |

#### NOTES FOR OPTIONAL ADD ONS

|  |         |
|--|---------|
| System Price                               | \$20719 |
| Promotion                                  | -\$550  |
| Manufacturer Instant Rebate                | -\$500  |
| Discount for Enrolling in Maintenance Plan | -\$960  |
| Optional Accessories & Add Ons             | \$80    |
| Finance Promo Total                        | \$18789 |

|                                   |         |
|-----------------------------------|---------|
| Pay By Check or Credit Card       | -\$3563 |
| Pay by Check or Credit Card Total | \$15226 |

|           |            |
|-----------|------------|
| Subtotal  | \$15226    |
| Sales Tax | \$304.52   |
| Total     | \$15530.52 |

#### CONTRACT PRICE AND PAYMENT SCHEDULE

Payment of the Contract Price is due upon signing unless a different payment schedule is required by law, specified below or in a payment addendum.

Contract Price: \$  Includes all applicable taxes.

Sales Tax: \$  (If applicable, total amount of taxes included in Contract Price)

#### CREDIT CARD/CHECK PAYMENT

Credit Card Payment: \$

Check Payment: \$

## System 1

### SAFETY

- ☐ DCRA REQUIRES RISER DIAGRAM TO PULL PERMIT AND INSPECT FOR ALL GAS LINE, REPLACEMENT WITHOUT DANTE VALVE IN DC. NO EXCEPTION!
- ☐ Chimney Sweep, Camera Inspection, Certification
- ☐ All Required Permits
- ☐ Background/drug Screen For Employees
- ☐ Clean Work Area And Trash Removal
- ☐ Workers Comp Insurance
- ☐ Drop Cloths, Safety Glasses, Shoe Covers
- ☐ Install New Gas Shutoff Valve With Sediment Trap (if Needed)
- ☐ Liability Insurance
- ☐ Other (see Notes, Pg1)

### VENTING

- ☐ Remove And Dispose Existing Wood Burning Insert. Chimney Sweeping, Camera Inspection And Certification Is Required. Customer May Keep The Wood Burning Stove
- ☐ Remove And Dispose Existing Direct Vent Gas Insert And Venting. Chimney Sweeping, Camera Inspection And Certification Is Required

### ELECTRICAL

- ☐ Plug Blower To Existing Wall Outlet On Same Wall Up To 10'
- ☐ An Outlet Box May Be Installed In A Bottom Back Corner Of The Existing Solid Fuel Masonry Or Factory Built Fireplace To Permit Blowers Or Other Optional Accessories To Be Used. Customer's Electrician Will Install Outlet Box

## System 2

### SAFETY

- ☐ DCRA REQUIRES RISER DIAGRAM TO PULL PERMIT AND INSPECT FOR ALL GAS LINE, REPLACEMENT WITHOUT DANTE VALVE IN DC. NO EXCEPTION!
- ☐ Chimney Sweep, Camera Inspection, Certification
- ☐ All Required Permits
- ☐ Background/drug Screen For Employees
- ☐ Clean Work Area And Trash Removal
- ☐ Workers Comp Insurance
- ☐ Drop Cloths, Safety Glasses, Shoe Covers
- ☐ Install New Gas Shutoff Valve With Sediment Trap (if Needed)
- ☐ Liability Insurance
- ☐ Other (see Notes, Pg1)

### VENTING

- ☐ Remove And Dispose Existing Wood Burning Insert. Chimney Sweeping, Camera Inspection And Certification Is Required. Customer May Keep The Wood Burning Stove
- ☐ Remove And Dispose Existing Direct Vent Gas Insert And Venting. Chimney Sweeping, Camera Inspection And Certification Is Required

### ELECTRICAL

- ☐ Plug Blower To Existing Wall Outlet On Same Wall Up To 10'
- ☐ An Outlet Box May Be Installed In A Bottom Back Corner Of The Existing Solid Fuel Masonry Or Factory Built Fireplace To Permit Blowers Or Other Optional Accessories To Be Used. Customer's Electrician Will Install Outlet Box

## MISCELLANEOUS ACCESS

☐ CUST-2215-F Custom  
Surround For Escape

☒ N/A

☐ CUST-SRND-MI Custom  
Surround Metal Inserts (see  
Custom Surround Order Form For  
Details) For Supreme, Cosmo,  
Provident

☐ Gas In Box Discount

## MISCELLANEOUS ACCESS

☐ CUST-2215-F Custom  
Surround For Escape

☒ N/A

☐ CUST-SRND-MI Custom  
Surround Metal Inserts (see  
Custom Surround Order Form For  
Details) For Supreme, Cosmo,  
Provident

☐ Gas In Box Discount

## Acceptance & Authorization

This Installation Contract (the "Contract") between the customer identified on page 1 ("You" or the "Customer") and Cyprus Air, Inc ("Cyprus Air" or "Contractor") provides for the equipment and installation services (the "Services") specified on pages 1-2 of the Agreement to be performed at the Project Address on page 1, and includes (a) any applicable State Supplement, (b) Notices, (c) General Terms and Conditions, (d) Maintenance Plan Terms and Conditions, and (e) Change Orders, if applicable. If there is any difference in terms between the aforementioned and language within the relevant State Supplement, the State Supplement shall take precedence.

**PAYMENT OPTIONS** (Subject to fund verification and/or credit approval). You may pay the Total Contract Amount by authorizing an electronic checking account withdrawal or utilizing an accepted credit card or financing. Upon electronic execution of the Contract, You authorize the processing of the Deposit payment, if applicable, from the designated checking, credit card or finance account. Upon completion of the Services, You agree to pay the Due Upon Completion payment. You are subject to the terms and conditions of the cardholder or financing agreement, as applicable, to which Cyprus Air is not a party. Any interest payments or other finance charges will be determined by such cardholder or financing agreement and will be in addition to Your payments under this Contract. If your financial institution is unable to pay Cyprus Air, You are responsible for any balance owed on this contract. **By signing this Agreement, you agree that Cyprus Air has permission to charge the credit card or bank account information on file for final payment upon substantial completion of work, or if system is operational.**

**MAINTENANCE PLAN.** By entering into this agreement customer expressly agrees to adhere to the terms of the maintenance plan agreement. Customer acknowledges that the price for the services and goods set forth herein are discounted due to the maintenance plan agreement.

If You breach this Contract, Cyprus Air may immediately terminate this Contract without further obligation. In the event of such termination, You agree to pay Cyprus Air the costs of materials, labor, expenses, and services provided by us in connection with the Services through the date of termination. Any disputes arising from this Contract shall be resolved by Binding Arbitration in which A NEUTRAL ARBITRATOR will resolve the dispute, and NOT a judge or jury. Arbitration is a fair and cost-effective way to resolve disputes in a less formal way than going to Court. FOR MORE DETAILS: Review the sections titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION ADJUDICATION found in the General Terms and Conditions of this Contract.

This Contract defines what You can expect in Your Services experience with Cyprus Air, what Cyprus Air expects in return, and how You and Cyprus Air will resolve any differences. It is a legal agreement. By signing below, You authorize Cyprus Air to: a) Perform Services outlined in this Agreement; b) Purchase and deliver or arrange for delivery of materials and equipment, including any materials which may be specially ordered, or custom made. By signing below, You acknowledge that: 1) You have read, understand, and willingly accept this Contract in its entirety and are bound by its terms; 2) You are receiving a complete copy of this Contract according to the standards set forth in the Authorization for Electronic Records section of this Agreement; 3) all rights, interests, and obligations under this Agreement are solely vested in the person identified as "Customer" above; 4) Electronic signatures will be deemed as originals for all purposes. In addition, by signing this agreement you consent to electronic disclosure. Your consent shall apply to receipt of all future documents and Agreements electronically. You may contact Cyprus Air at any time to withdraw your consent, update your email address, or collect a paper copy of this Agreement.

**IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS CONTRACT, YOU MUST NOT SIGN THIS CONTRACT OR ACCEPT THE GOODS OR INSTALLATION SERVICES.**

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## SIGNATURES

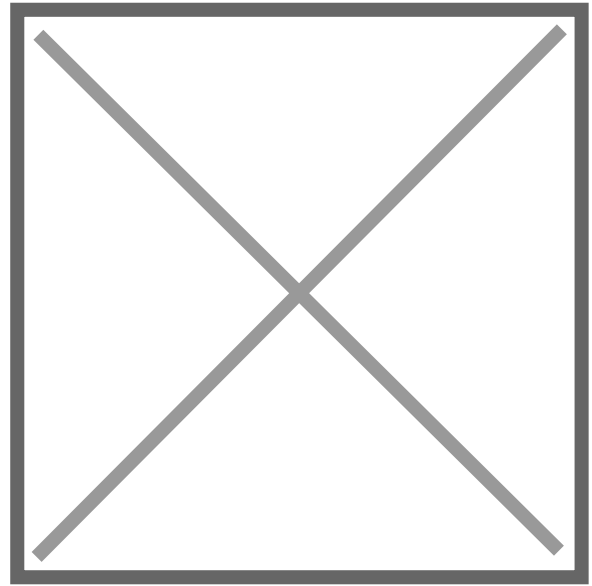
Cyprus Air Signature:

22 Oct,2022

*Unless this requirement is waived by Cyprus Air,  
this contract is not valid unless countersigned by  
Cyprus Air*

Customer Signature: \*

22 Oct,2022



☒ By checking this box I acknowledge that I have read and agree to Cyprus Air's [Terms and Conditions](#)

☐ I request that Cyprus Air begin work immediately due to an emergency.

## NOTICES

**PRICE CALCULATIONS.** If this Contract includes Goods and related Installation Services sold by unit of measurement, such as per square foot, the Price may include more Goods than the actual measurements of Your project area. The Price includes the total amount of Goods required by Cyprus Air to fulfill the Contract (including surplus materials and overages) (together the "Estimated Product") and the Installation Services required based upon this total amount of Goods. For instance, duct work may be estimated at 20 linear feet, and the Price would include Installation Services based upon the 20 linear feet of duct work. The total amount of Estimated Product is based upon the total Goods recommended by the Installer, based on the Installer's assessment of unique characteristics of Your project. If any usable Goods are left over, Cyprus Air may, at its discretion, initiate a Price adjustment. Cyprus Air will not adjust the Total Contract Amount for the related Installation Services. By signing this Contract You acknowledge You are aware of Your project area measurements and the amount of Estimated Product, and that the Estimated Product may exceed Your actual project area.

**LEAD SAFE INFORMATION.** Federal and applicable state laws require that You be provided with a lead hazard information pamphlet such as the Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools. By signing this Contract, You acknowledge having received a copy of this information pamphlet before work began informing You of the potential risk of the lead hazard exposure from renovation activity performed in Your dwelling unit or facility. A copy of the pamphlet is available at the following website: <https://www.epa.gov/sites/default/files/2020-09/documents/renovaterightbrochurecolor.pdf>.

**PHOTO RELEASE.** By signing this Contract, You grant to Cyprus Air, its representatives, and Installer the right to take and use photographs, videos, or other representations of the Project Address before and after the Installation Services and all work performed at the Project Address related to this Contract (the "Content"). Cyprus Air irrevocably keeps all rights (including the copyright), title, and interest in the Content for use in all markets and media, worldwide, in perpetuity. Cyprus Air can use the Content, in any form or medium, internally for any purpose (e.g., customer service, planning, and claims).

## GENERAL TERMS AND CONDITIONS

This Contract and any proposals provided by Contractor, and any promises, commitments, or "Cyprus Air Guarantees" offered within the aforementioned documents, are valid if and only if Customer purchases a new full HVAC system from Contractor, and in the event that Customer does purchase a new full HVAC system from Contractor, all aforementioned promises, commitments, or Guarantees are applicable only for the equipment outlined within this Agreement, in accordance with the terms outlined herein. This offer may be withdrawn by Contractor if not accepted within 15 days.

### Definitions

**The following terms are used throughout this contract and are defined below.**

- a. "Customer", "You", or "Your" refers to the person signing and executing this contract and purchasing the services described herein.
- b. "Contractor" or "Cyprus Air" refers to Cyprus Air, the contractor with whom Customer is entering an agreement with to provide the services described herein.
- c. "Agreement" or "Contract" refers to this contract between Customer and Contractor as well as any future modifications or changes made in accordance with the Additional Services/Modifications section of this Agreement.
- d. "Services" refers to the installation and furnishing of materials, equipment, and anything else listed on pages 1-2 of this Agreement.
- e. "Defect" refers to any equipment or materials belonging to Customer or Contractor that are not as warranted.
- f. "Home" refers to the property, items, and fixtures in which the Services will be performed.
- g. "Work Area" refers to the home, property, or structures necessary to complete the performance of the Services outlined in this Agreement.

### Description of Work to be Performed

Contractor will provide the Services in a commercially reasonable workman-like manner at Contractor's design and discretion. A more detailed description of the work to be performed is included on pages 1-2 of this Agreement.

### Limitation of Warranty

CUSTOMER ACKNOWLEDGES THE FOLLOWING: THE WARRANTIES SPECIFIED IN THIS CONTRACT ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, ORAL, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE SPECIFIC TO THE INDIVIDUAL OWNER AND MAY NOT BE TRANSFERRED TO ANY FUTURE OR SUBSEQUENT OWNER OF THE PROPERTY UNLESS OTHERWISE SPECIFIED IN WRITING. ALL LABOR-RELATED WARRANTIES AND GUARANTEES ARE VOIDED IN THE EVENT THAT AN UNQUALIFIED THIRD PARTY MODIFIES, PERFORMS SERVICE, CONNECTS TO, OR WORKS ON ANY CUSTOMER EQUIPMENT IN PLACE OF CONTRACTOR. WARRANTY IS VALID IF AND ONLY IF CUSTOMER PURCHASES A COMPLETE SYSTEM FROM CONTRACTOR. INDIVIDUAL COMPONENTS OF A HEATING OR COOLING SYSTEM SUCH AS COMPRESSORS, INDOOR AND OUTDOOR COILS, AND HEAT EXCHANGERS ARE ONLY COVERED BY THIS WARRANTY IF ANY ONLY IF THEY ARE INSTALLED BY CONTRACTOR DURING A COMPLETE SYSTEM INSTALL. IN THE EVENT THAT A WARRANTY CLAIM IS REQUESTED AND CUSTOMER HAS NOT PAID CONTRACTOR FOR THE SERVICES OUTLINED IN THIS AGREEMENT OR ANY OTHER SUBSEQUENT AGREEMENTS OR IS 120 DAYS DELINQUENT IN PAYMENTS REQUIRED BY THIS AGREEMENT OR ANY OTHER SUBSEQUENT AGREEMENTS AND HAS BEEN GIVEN NOTICE BY CONTRACTOR AS WELL AS AN OPPORTUNITY TO PAY THEIR REQUIRED PAYMENTS, THEN CONTRACTOR MAY



TERMINATE THIS WARRANTY OR REQUIRE DELINQUENT PAYMENTS BE MADE PRIOR TO REPAIRS. CONTRACTOR IS NOT RESPONSIBLE FOR ANY REPAIRS WHICH ARE NECESSITATED AS A RESULT OF THE FOLLOWING: a) DAMAGE OR DEFECTS CAUSED IN WHOLE OR IN PART BY REASON OF FIRE, EXPLOSION, FLOOD, ACTS OF GOD, EXTREME WEATHER CONDITIONS, MISUSE, ALTERATIONS, ABUSE, VANDALISM, NEGLIGENCE, OR ANY OTHER SIMILAR CAUSES BEYOND THE CONTROL OF CONTRACTOR; b) ABNORMAL USE OR MISUSE; c) STRUCTURAL DEFECTS; d) SETTLING OR MOVEMENT OF THE STRUCTURE OR FOUNDATION OF THE PREMISES; e) A DEFECT IN THE EQUIPMENT TO BE REPAIRED; f) EXCESSIVE MOISTURE g) LACK OF PRESCRIBED OR STANDARD MAINTENANCE h) IMPROPER CARE OR CLEANING. ANY OF THE AFOREMENTIONED EVENTS MAY LEAD TO A TERMINATION OF THE WARRANTY. IN THE EVENT CUSTOMER HAS A VALID MANUFACTURER'S WARRANTY ON GOODS, MATERIALS, OR EQUIPMENT, THOSE WARRANTIES WILL BE PASSED THROUGH BY CONTRACTOR TO CUSTOMER, AND CUSTOMER AGREES TO LOOK ONLY TO MANUFACTURER FOR REMEDY OF ANY DEFECT IN SUCH GOODS, MATERIALS, AND EQUIPMENT. CONTRACTOR MAY ASSIST CUSTOMER WITH SAID WARRANTY CLAIMS AGAINST MANUFACTURERS.

### **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS OR DAMAGES DUE TO THE FAILURE TO START THE JOB OR COMPLETE THE JOB BY A SPECIFIED DATE, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONTRACTOR'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CONTRACTOR.

### **Customer Responsibility**

Customer is responsible for providing complete access to the Work Area that is safe and unrestricted, including without limitation:

- a. Cooperating with Contractor in all matters relating to the Services and provide such access to the Work Area and other facilities as may reasonably be requested by Contractor, for the purposes of performing the Services.
- b. Complying with any and all Homeowners Association (HOA) requirements as well as, prior to commencement of the Services, obtaining consent, permission and/or relief from any easements, covenants, third parties, district regulations, or restrictions or other legal encumbrances affecting the property or Work Area.
- c. Providing location and permissible use of utilities that are above ground, underground, concealed or visible, as well as providing use of utilities including but not limited to water, power, ventilations, and climate control in the Work Area.
- d. Removing any hazards, debris, building code or zoning violations, unsafe working conditions, and anything else detailed within the Hazardous Substances or Pre-existing Conditions sections or anywhere else within this Agreement.
- e. Providing sanitary facilities convenient to the Work Area or otherwise paying for the rental costs of sanitary facilities.

- f. Disarming or disengaging any alarms or security systems or devices that protect the Work Area.
- g. Storing or providing ample storage space for any materials or equipment necessary for the Services.
- h. Not interfering with the performance of the Services or disrupting the Work Area while the Services are being performed.
- i. Ensuring Property has all necessary smoke detectors and carbon monoxide detectors needed to obtain necessary permits and maintain safety of Contractor and Customer. Furthermore, Customer is responsible for providing the proper number, type, placement, operations, functioning, installation, testing as per manufacturer's specifications as well as proper maintenance of any and all detectors in accordance with local requirements and regulations.
- j. Signing a certificate of completion upon satisfactory completion of the Services outlined in this Agreement.

Customer is responsible for validating "Cyprus Air Guarantees" such as "3 Year Money-Back Guarantee" by registering their product with the Guarantee Form within 90 days of installation. Failure to return a signed and completed Guarantee Form within 90 days of installation will prevent Customer from participating in this guarantee. In addition to this, Customer is responsible for registering their equipment directly with the manufacturer within 90 days of installation in order to keep their advertised manufacturer's warranty.

In the event that Customer wants to keep any of their old equipment that is removed during the course of the installation, it is the Customer's responsibility to send that request in writing to Contractor and receive a signed authorization prior to installation beginning. Authorization form must be signed by Customer and an Officer of Contractor. Customer understands that it is customary for all old or replaced equipment to be recycled or disposed of immediately after its removal from Customer property during an installation, and that the failure to provide a signed authorization form in advance of the installation beginning will make the removed property impossible to recover.

Customer must carry fire insurance and other necessary insurance and shall assume risk of loss or damage to equipment or material once it is in their possession, on their property, or otherwise set in place on a job.

Customer will be responsible for cost of labor to clear Work Area. Work Area(s), including attic and crawlspace areas, must be free and clear to allow work. Customer must remove from the Work Area and protect against any visitors, pets, guests, and minors from entering the work area.

With respect to the Services, Customer shall respond promptly to any requests by Contractor to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform Services in accordance with the requirements of this Agreement.

### **Contractor Responsibility**

Contractor is not responsible for additional expenses to remove, replace, or refinish part of the Customer home or property that was changed or modified as a result of the performance of this contract (including but not limited to: nail pops, pull-down stairs, unfloored attic, molding, painting, lawn, landscaping, drywall, ceiling grids or tiles, etc).

Contractor shall not be responsible for compensating Customer as a result of damage to outdoor or indoor property, unless damage is found to have been a result of gross negligence on the part of Contractor.

Contractor shall not be liable for injuries to persons except in the event that said injuries are caused directly by gross negligence on the part of Contractor and/or employees of Contractor. If Customer attempts to assist in the performance of the Services in any way, then Customer will assume all risk and responsibility of any property damage or bodily harm that results from their performance.

Contractor shall not be responsible for the condition of existing pipes, piping, drains, pumps, drain pan, chimneys, or anything else detailed in the Pre-existing Conditions / Additional Work section, and any future damages due to failure, overflow or blockage of the aforementioned items.

Contractor shall not be responsible for performance of this contract in the event that there is a material change due to a typo, incorrect or outdated image, incorrect or outdated model number, or other unilateral mistake on the part of Contractor. In the event of a unilateral mistake this contract will be rescinded, and Contractor will contact Customer to formulate a new agreement.

Contractor will comply with all local and state requirements necessary for the Services.

Any changes, adjustments, modifications, or repairs made by anyone other than Contractor, shall terminate Contractor's obligations under this Contract as well as terminate all warranties.

### **Hazardous Substances**

Any asbestos, asbestos containing materials, mold, or any other substance which Contractor, in its sole and reasonable discretion determines to be hazardous, while performing the scope of work outlined in the Agreement, may excuse, at the option of Contractor, performance of such work until such time as Customer retains a licensed abatement contractor to remove or contain such hazardous substance and Customer receives a proper certification for successful abatement. Delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance. Customer must schedule certified abatement within 90 days or pay Contractor the full value of the contract minus 10% until abatement is completed and Contractor is able to return to the property to complete the job, at which point Customer will be required to pay the remaining 10% balance upon successful installation. Customer is permitted one year from the date the hazard is discovered to have abatement completed at which point Contractor will have the option to cancel this contract in accordance with the cancellation terms set forth herein.

By signing this Agreement, Customer acknowledges that they have received a pamphlet with lead hazard information prior to Services commencing, and that Customer understands the potential risk of lead hazard exposure due to renovation activity performed on Customer's property. A copy of this pamphlet is also available at the following website:

<https://www.epa.gov/sites/default/files/2020-09/documents/renovaterightbrochurecolor.pdf>.

### **Assignment**

Contractor may assign this Agreement and their contract duties to another responsible party in part or in full and shall have the right to subcontract with other persons, firms or corporations any of the services provided hereof without the consent of Customer. Customer may not assign or transfer their rights under this Agreement, unless specifically set forth herein.

### **Confidentiality**

All data, pricing, design schemes and specifications included in proposal are deemed proprietary and confidential and may not be shared, copied, or distributed without written consent from an officer of Contractor.

### **Ownership of Goods**

All materials not used in construction or otherwise left over after the installation has been completed are the property of Contractor. All equipment is the property of Contractor until the project has been completed and paid in full. All performance monitoring equipment, if provided, is the property of Contractor unless Customer has paid for the purchase of such equipment. Acceptance of this contract acknowledges ownership and grants permission for Contractor to return to the property and remove materials and equipment owned by Contractor. If, after payment, Customer's old or existing equipment needs to be reconnected, there will be a charge.

### **Marketing**

The Customer has received a \$100 credit to their bill, that has already been factored into their final price and in doing so has reduced the cost of their bill by \$100, in exchange for their participation in the Cyprus Marketing Program which grants Contractor permission to put a yard sign in Customer's yard during installation as well as use photos, videos, or other media willfully captured during installation that depicts Customer's equipment installation, property, equipment, or likeness, in advertisements, commercial productions and in other marketing or sales materials. Customer may revoke this permission by sending written notice to Contractor prior to installation date at [contracts@indoorcomfort.com](mailto:contracts@indoorcomfort.com). If Customer revokes such permission, however, the \$100 credit will be reversed, and Customer shall be responsible for payment of such \$100 to Contractor.

### **Promotions**

Contractor provides you the benefit of an instant rebate. This rebate is offered to Contractor and passed along to Customer if and only if the terms of the rebate are honored according to the requirements of the third-party rebate provider. In order to benefit from instant rebate, Customer must fill out the proper application and turn in to Contractor within 30 days. If rebate application is not turned in, you must repay Contractor the full rebate amount as Contractor will no longer receive the rebate from the third-party provider due to Customer inaction. All special, discount, or clearance sales are final.

In the event Customer receives a discount as incentive to sign up for the Maintenance Plan, and the Customer terminates said Maintenance Plan within 12 months, Customer will be required to either pay back the discount or pay the remaining balance due on the 12-month agreement.

### **State Supplements**

If there is any difference in terms between the General Terms and Conditions of this Agreement and language within the relevant State Supplement, the State Supplement shall take precedence. Click [HERE](#) to view the state supplement.

### **Maintenance Program**

Cyprus Air offers Maintenance Plans that can protect and possibly extend your Manufacturer's Warranty. All HVAC equipment included in this contract requires routine maintenance to protect your Warranty from Voiding prematurely. Click [HERE](#) to view the Maintenance Programs Terms and Conditions.

## Duration

Services shall commence within ninety days from the transaction date, based on the reasonable availability of Contractor and any special order of custom materials, if applicable. Services are estimated to finish ninety days from the commencement date. Contractor shall not be held liable in damages for delays in performance of this contract due to causes beyond its control. Any such delay caused, at least in part by the Customer, shall not constitute a breach of any term, condition, or obligation of Contractor pursuant to this Agreement. Any delay in starting or completing the job due to events beyond the control of Contractor do not constitute abandonment and are not included in calculating time frames for payment or performance.

Delays outside of Contractor's control may include, but are not limited to, delays caused by third parties, incorrect information provided by Customer, unavailability or failure to cooperate by Customer, equipment or material unavailability, weather related acts of God, failed inspections not due to Contractor fault, additional work needed which was not contemplated at the time of the Agreement, labor strikes, war, epidemic or pandemic, accidents, and inspection or permit schedule restrictions

(NOTE: IF THIS AGREEMENT IS SUBJECT TO A NOTICE OF RIGHT TO CANCEL, SERVICES WILL NOT BE COMMENCED UNTIL THE "NOTICE OF RIGHT TO CANCEL" PERIOD HAS ENDED. [CLICK HERE TO VIEW "NOTICE OF RIGHT TO CANCEL"](#)).

The Services shall be performed between 6:00 a.m. and 10:00 p.m. Installation and warranty work can be performed outside of Contractor's normal business hours if Customer pays the difference between standard labor rate and emergency labor rate. Customer will give Contractor access to the Premises and Work Area during these hours and any additional mutually agreed upon times.

## Pre-existing Conditions / Additional Work

Contractor is not responsible for concealed or hidden defects or damage caused by preexisting conditions, fixing existing code violations or for correcting conditions with the following to the extent such conditions were not caused by Contractor, including but not limited to: ductwork, electrical wiring, condensation pipes, plumbing modifications or pipes, venting, gas lines, framing, lack of waterproofing, roof, or structure of home. If additional work is required due to unforeseen conditions, it will be quoted on a time and materials basis before any repairs are commenced. Contractor cannot guarantee the maximum performance of the system on an inadequate existing duct system or a home with other pre-existing conditions that prevent the system from performing optimally, therefore voiding "Cyprus Air Guarantees" that require maximum system performance. No guarantee or warranty of Customer's existing plumbing, ductwork, venting, condensate pipes, gas lines or electrical systems are given or implied. This Agreement excludes all architectural or engineering services, cutting, painting, drywall, masonry, drilling, & x-ray unless otherwise specified. The tie-in of new equipment to new or existing energy management or fire control systems is not included. Reconnect of existing electrical equipment will not include any upgrades

In the event there is unforeseen work or equipment required beyond the scope of this contract, there will be a change order form detailing any monetary changes for which the buyer is responsible. In the event that upgrades are required due to preexisting conditions or failure to meet code, additional charges will be required. In the unlikely event that the refrigerant line(s) are not feasible to replace for any reason, Customer grants Contractor the authority to replace Customer's system with a different model that can accept the existing refrigerant lines.

Contractor may perform, in its sole discretion, at Customer's request, additional services not contemplated at the time of this Agreement ("Additional Services"). The Parties agree that the terms of this Agreement shall apply to any such Additional Services requested by the Customer, and the Contract Price shall be increased by the standard price for such Additional Services, which may extend the completion date and must be memorialized in writing signed by all parties.

Contractor reserves the right to terminate or rescind this Agreement if it is decided in Contractor's sole discretion that any portion of the job is beyond the scope of the Services originally outlined on pages 1-2 of this Agreement.

## Water Damage Disclaimer

Contractor assumes no liability for any damages caused by water or other substances due to overflow or obstruction of any drain or otherwise unless the same is due solely to Contractor's action. Customer understands that if the equipment requires the use of water, either recirculated or otherwise, the water thus used may be or may become contaminated or cause corrosion. As neither the extent or nature of such contamination or corrosion can be predicted in advance, Contractor hereby assumes no liability for either the quality or condition of the once used water or for any damage that it may cause to the equipment.

## Cancellations

Pursuant to the Home Solicitation Sales Act of the State in which this Contract was signed, Customer has a right to revoke an offer, or cancel a home solicitation sale, by midnight of the third business day (in Virginia or DC), fifth business day (in Maryland), seventh business day (in Maryland if the Customer is over 65 years old) after which the Customer has signed the Agreement ("Buyer's Right to Cancel"). If this agreement was solicited at a residence and Customer does not want the goods or services, Customer, may cancel this transaction at any time prior to expiration of the time for revocation unless Contractor has started substantial performance. If Customer elects to proceed with this Contract without delay due to an emergency as indicated by Customer's acknowledgment, then Customer irrevocably waives its right to cancel pursuant to the Buyer's Right to Cancel. In the event the Customer cancels or breaches this Sales Contract after the Buyer's Right to Cancel term has expired but before work has commenced, Contractor shall be entitled to an amount equal to 25% of the net amount of the contract in addition to holding Customer liable for any expenses incurred by Contractor in relation to the contracted work. Customer may not cancel this contract once work has commenced. In the event this Agreement is terminated by the Customer after work has commenced, Contractor has no obligation to return Customer's property to the original condition and the full balance of the Contract Price shall be due and payable. If the maintenance agreement is canceled, the warranty reverts back to the manufacturer's limited warranty on all parts and labor. All unpaid balances will bear interest at 18% per annum plus the costs of collection.

Contractor reserves the right to cancel the accepted contract in the event that Contractor is prevented from beginning the project within 90 days of the proposal date due to Customer actions, failure of equipment or material suppliers to furnish us with the equipment or materials needed to perform the contract, or failure of any Government entity or utility. If Customer breaches this Agreement or refuses a reasonable change order request, Contractor may immediately terminate this Agreement without further obligation.

## Custom Order Merchandise

Any goods that are custom made, color matched, altered in a unique way, altered in terms of size or shape, or otherwise modified or designed uniquely or fitted to the specifications of a unique space are non-returnable and their purchase price will not be refunded unless Contractor damaged

the merchandise beyond repair or made an error in ordering the merchandise.

### **Payment**

Payment of the Contract Price will be made by a checking account withdrawal or using an accepted credit card or financing method, and upon execution of this Agreement, Customer authorizes the processing of a deposit payment, if applicable, from the designated credit card, checking account, or finance method. Contractor will use the credit card / checking information on file to make final payment on the day of the install, upon substantial completion of the Services. Prices reflect all sales, coupons, and other special offers. The cost of any materials not included in the Contract Price shall be paid along with payment of the Contract Price. Customer waives all rights to set off and shall not be entitled to withhold payment of any amount due for any reason whatsoever. Any amount not paid when due shall incur a late fee of five percent (5%) of the amount then due. Any amount not paid within thirty (30) days of completion of the Services, as determined in Contractor's commercially reasonable discretion, will incur interest at the rate of eighteen percent (18%) per year. Returned checks will incur a \$50.00 charge. Payments overdue by more than ten (10) days may result in Contractor filing a mechanic's lien on the Premises and/or exercising other legal recourse.

### **Finance Charges**

In the event that customer finances payment for the Services outlined in this Agreement, any finance charges such as interest payments are not determined by Contractor nor is Contractor a party to these agreements, which are determined by a separate agreement between Customer and their loan agreement. These payments are in addition to Customer's payments detailed in this Agreement, and Customer is subject to the terms and conditions of loan agreements as applicable. Financing rates and monthly payment quotes are approximations and may not be exact, and all financing information is valid only after approval by the financing company it's listed with.

### **Authorization for Electronic Records**

Customer is entitled to a paper copy of this Agreement if they choose. In the event that Customer consents to a digital copy delivered via electronic mail (email), Customer's consent shall apply to this Agreement and all other documents related to this Agreement that may follow. Customer may contact Contractor at any time to withdraw their consent, update their email address, or collect a paper copy of this Agreement.

In the event the Customer provides their consent on the signature page and verifies their email by including it on the first page of this Agreement, Customer is confirming that they have access to a computer enabled for electronic mail and can receive and open emails and the documents contained within said emails.

### **Communication**

By providing your phone number or email address you are consenting to receive communications and notifications via phone, text message and email. If you'd like to opt out of any of these communications, please contact Contractor at 703-765-9400.

### **Independent Contractor**

Contractor is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.

### **Warranty Validation**

ALL HVAC EQUIPMENT INCLUDED IN THIS PACKAGE REQUIRES ANNUAL MAINTENANCE AND IS AN OPTIONAL UPGRADE. IN ORDER TO KEEP THE LABOR PORTION OF THIS WARRANTY INTACT, ANNUAL MAINTENANCE MUST BE PERFORMED BY CONTRACTOR.

One full system maintenance check per year is required for your new system's warranty. Equipment manufacturers require annual maintenance and may terminate your equipment warranties if Customer doesn't receive and show proof of annual maintenance from a qualified third party. Failure to do so will void some or all equipment warranties. If an annual maintenance check is not performed within 1 calendar year of the previous check, the labor portion of the warranty will be cancelled. It is Customer's responsibility to have the maintenance performed. All accessories and enhancements have a one-year warranty.

### **Severability**

Should an arbitrator, court, or other interpreting entity determine that a provision of this Contract is contrary to an applicable law, such unlawful provision shall be ineffective without invalidating the other provisions, which shall remain in full force and effect.

### **Entire Agreement**

It is agreed that the terms herein set forth in this Agreement and any attached schedules constitute the entire, complete and exclusive agreement between Contractor and Customer, and that no waiver, modification, alteration or termination thereof shall be permitted unless otherwise set forth herein or as set forth in writing signed by Customer and an officer or director of Contractor. This Agreement, and any proposals or service orders provided by Contractor ("Contract Documents"), represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

No course of performance, course of conduct, course of dealing, usage of trade, or any other evidence of different or additional terms shall be admissible to change or alter any term(s) in this Agreement.

### **Liens**

If Customer makes all payments as required by this Agreement, then no liens or other security interest will be placed against Customer's property. However, in the event that a security interest is placed on Customer's property, it will create a lien or other claim against Customer's property in an attempt to secure payment owed to Contractor. This may cause a loss of Customer's property if Customer fails to pay the payments required by this Agreement. After Customer pays for the Services in full they should request from Contractor a waiver that releases any right to place claims against Customer's property.

### **ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION RIGHTS**

Contractor wants to keep You as a customer, and Contractor resolves most questions and complaints informally. All claims related to this Contract by Contractor or by You, Your agents, insureds or assigns, which You and Contractor cannot resolve informally shall proceed to binding arbitration conducted by a single arbitrator under the current applicable rules, procedures, and protocols of the American Arbitration Association ("AAA") ([www.adr.org](http://www.adr.org)). You agree that if AAA is unable or unwilling to arbitrate the matter, You and Contractor will agree upon a single arbitrator with a nationally recognized arbitration firm to arbitrate the matter. Claims subject to binding arbitration include:

- a. all claims in any way related to the signing of this arbitration agreement, the validity or scope of this arbitration agreement, or any attempt to set aside this arbitration agreement;
- b. all federal or state law claims relating in any way to this Contract (including this arbitration agreement), the information You gave Contractor before entering into this Contract, and any past agreement or agreements between You and Contractor;
- c. all counterclaims, cross-claims, and third-party claims;
- d. all common law claims of any kind including claims based upon alleged product defect, contract, tort, fraud, or other intentional torts;
- e. all claims based upon a violation of any state or federal constitution, statute, or regulation;
- f. all claims asserted by Contractor against You, including claims for money damages to collect any sum Contractor claims You owe;
- g. all claims asserted by You individually against Contractor or any of Contractor employees, agents, directors, officers, shareholders, managers, members, parent company, or affiliated entities (collectively the "related third parties") or the Contractor, including claims for money damages and/or equitable or injunctive relief;
- h. all claims asserted on Your behalf by another person;
- i. all claims asserted by or on behalf of You as a private attorney general against Contractor, related third parties or the Contractor;
- j. all claims arising from or relating directly or indirectly to the disclosure by Contractor, related third parties or the Contractor of any non-public personal information about You; and
- k. all other claims related to this Contract whether or not set forth above.

Binding arbitration means that You waive: (1) any right to a jury trial; (2) any right to bring a lawsuit in a court (other than a small claims court as described above); and (3) any right to seek relief in any other way. An arbitrator will decide any claim. You agree that binding arbitration provides a simple, cost effective method to resolve disputes quickly.

You agree that (1) You cannot pursue a class action lawsuit or class action arbitration of any type, (2) no one can pursue a class action lawsuit or class action arbitration of any type on Your behalf, and (3) a Court or arbitrator(s) cannot order class action proceedings under this Contract. You further agree that there shall be no joinder of parties, except for joinder of parties to the transaction covered by this Contract. By agreeing to binding arbitration You and Contractor waive any right to bring or participate in a class action lawsuit or class action arbitration regarding any claim.

The place of arbitration shall be Alexandria, Virginia, however, the arbitration may be conducted remotely or by phone so that Customer does not need to travel to

Alexandria, Virginia. Any fees charged by the arbitration service or arbitrator shall be split equally between Contractor and Customer. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the Commonwealth of Virginia. If the dispute is less than \$25,000 there shall be no discovery other than the exchange of documents. If the dispute is over \$25,000, discovery shall consist of no more than 2 depositions of 3 hours or less. The award shall be made within 3 months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. You and Contractor are each responsible for your own attorneys' fees and other expenses, such as witness and expert witness fees and one-half the arbitrator fee. The arbitrator does not have the authority to allocate payment or an award of attorneys' fees to either you or the Contractor regardless of the outcome of arbitration. Accordingly, in no event will the arbitrator award attorneys' fees to either party regardless of the outcome or cause of action upon which the claim is based. Either party may request that the arbitrator provide a written explanation of the award, consistent with the then current rules, procedures, and protocols of the arbitration entity selected by the parties. Any court having jurisdiction may receive and enforce the arbitrator's award. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. STARTING THE ARBITRATION PROCESS: For this Section, Customer is referred to as "You."

Contractor may demand arbitration by sending written notice to You at the address listed in this Contract. You may demand arbitration by sending written notice to Contractor at the following addresses (YOU MUST SEND NOTICE TO BOTH ADDRESSES BELOW):

1. Cyprus, Inc., 7525 Richmond Hwy, Alexandria, VA 22306; AND
2. Redmon, Peyton & Braswell, LLP (Attn: Nick Gehrig; 510 King St., Ste. 301, Alexandria, VA 22314).

BY EXECUTING THIS AGREEMENT CUSTOMER HAS READ AND EXPRESSLY AGREES TO THE DISPUTE RESOLUTION PROCESS SET FORTH ABOVE AS THE SOLE PROCESS FOR RESOLVING DISPUTES WITH CONTRACTOR.

### **GOVERNING LAW**

This Agreement and any arbitration shall be governed by the laws of the Commonwealth of Virginia, without regard to the choice of law rules of any state.

## MARYLAND SUPPLEMENT

MARYLAND LICENSES AND CERTIFICATIONS: Contractor license number(s) and certifications held by or on behalf of Cyprus Air, Inc: #91753 (contractor/salesman) and #124476 (corp/part). License number(s) and certifications may be subject to change in accordance with local or state government processes.

MARYLAND HOME IMPROVEMENT COMMISSION: Under Maryland law, every home improvement contract must contain the following notices, which satisfy the requirements set forth in MD Bus Reg Code § 8-501:

- a. Each contractor must hold a current license issued by the Maryland Home Improvement Commission ("MHIC"). To obtain information on a particular contractor, Customer may contact the MHIC at 500 North Calvert Street, Baltimore, MD 21202; (410) 230-6309 or (888) 218-5925; <http://www.dllr.state.md.us/license/mhic/>.
- b. Formal mediation of disputes between homeowners and contractors is available through the Maryland Home Improvement Commission; (ii) The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; and (iii) A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

DELIVERY OF HOUSEHOLD GOODS: If this Contract includes the sale of "household goods," as defined by MD Comm L Code § 14-1801, such Goods are promised for delivery on or before the Completion Date specified in this Contract ("Estimated Delivery Date"). If Cyprus fails to provide You with an estimated delivery date or fails to deliver the ordered household good within two (2) weeks of the Estimated Delivery Date, You may (i) cancel the Contract and receive a full refund or credit equal to your deposit, (ii) modify the Contract by selecting another household good, or (iii) negotiate with Cyprus a new delivery date. Cyprus is not required to allow You to exercise these rights if Cyprus cannot cancel the order with the manufacturer or supplier.

NOTICE OF RIGHT TO CANCEL. You, the Customer, may cancel this Contract at any time prior to midnight of the fifth business day after the date of this transaction, or midnight of the seventh business day after the date of the transaction if You are at least sixty-five years old. See the notice of cancellation form sent as an attachment to this contract for an explanation of this right. By executing this Contract, You acknowledge receipt of two completed (2) copies of the Notice of Right to Cancel form and certify Cyprus has provided You oral notice that You have the right to cancel this transaction, without any penalty or obligation, within five (5) business days from the date of the transaction specified on the "Notice of Right to Cancel", or, if You are at least sixty-five (65) years old, within seven (7) business days from the date of the transaction specified on the "Notice of Right to Cancel"

☐ Check if You are at least sixty-five (65) years old.

## MARYLAND SUPPLEMENT

### 12-Month Annual Maintenance Contract

This agreement is a 12-month agreement that renews automatically for an additional 12-month period, at the end of the initial 12-month term, unless cancelled in accordance with the cancellation and termination terms below. Payments are made on a monthly basis; however, all Cyprus Maintenance Contracts are for a period of 12 months.

### Planned Maintenance

This agreement includes planned maintenance inspection every year to help prevent breakdowns & maintain efficiency. During these visit/s, we will inspect & advise you of any needed repair. No repairs will be made without your approval. In addition, you will receive a 15% discount on any repair parts as well as priority service, unless your specific Maintenance Plan specifies otherwise. Cyprus Maintenance Plan members receive priority on all repairs and will be serviced prior to non-membership customers. Service calls & labor for repairs to be charged at prevailing rates

### Fees and Billing

The membership fee will be billed at the beginning of your membership & on each month thereafter until you cancel your membership. We will automatically bill your Payment Method on the first day of each month, but from time to time the payment date may be within 7 business days before or after the first on the month.

You acknowledge that the amount billed each month may vary from month to month due to promotional offers, differing amounts due to changes in your membership plan & changes in the amount of applicable sales tax.

All fees & charges are nonrefundable & there are no refunds or credits for partially used periods. There will be a price increase equal to between 2% and 10% to adjust for inflation and other market updates at the end of each 12-month period, however we will give you advance notice of these changes by e-mail or mail.

If you want to use a different Payment Method or if there is a change in your credit card validity or expiration date, you must notify Cyprus Air by phone, e-mail or mail. If your payment Method reaches its expiration date, your continued use of the service constitutes your authorization for us to continue billing that Payment Method & you will remain responsible for any uncollected amounts.

### Ongoing Membership

Your Maintenance Agreement will continue in effect unless you cancel your membership, or we terminate it. You must cancel your membership before it renews each anniversary year in order to avoid billing of the next year's membership fees to your payment method. We will bill the monthly membership fee plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Prices subject to change.

### Coverage

This agreement covers ONLY electronically operated components inside the equipment.

This agreement does NOT cover any repairs that are the direct or indirect result of: Damage or defects caused in whole or in part by reason of fire, explosion, excessive moisture, flood, acts of God, extreme weather conditions, abnormal use or

misuse, alterations, abuse, vandalism, sabotage, negligence, or any other similar causes beyond the control of Contractor; Structural defects; or Settling or movement of the structure or foundation of the Premises. In such cases, the customer shall be charged for the parts & labor involved at the then current price for such repairs. No such parts or labor shall be furnished, however, without authorization from the customer. Cleaning the equipment and/or providing replacement filters is not covered under the scope of this agreement unless otherwise specified in writing. Please reference the specific details for your individual maintenance plan tier in order to see which repairs are or are not covered, beyond what is detailed in this Agreement.

This agreement does NOT cover any additional non-routine work such as electrical, plumbing, or drywall work. The correction or repair of any pre-existing condition is not covered under this contract. See verbiage regarding Pre-existing Conditions & Additional Work within the Cyprus Air Terms & Conditions for complete terms and conditions.

This Agreement does NOT cover ancillary equipment such as humidifiers, thermostats, condensate pumps, air cleaners, or parts added on to your HVAC system to accommodate such equipment, unless otherwise specified in writing. If any of these items were installed by Cyprus Air with your system, they come with a 1-year warranty.

Evaporator and condenser coil cleaning are cleaned without removing from the system. Removing coils from the system is a standalone service & will be quoted at the current rates. Refrigerant & refrigerant repairs are not considered parts & are not covered by this Agreement.

### Contractor Rights and Responsibilities

Contractor reserves the right to reject any agreement if an inspection by our service technician reveals the equipment to be in such a condition that the service will be unsatisfactory. The equipment must be brought up to industry standards at the customer's expense before acceptance of agreement at the time of the first maintenance check.

Cyprus Air shall not be responsible for system design or performance in maintaining design conditions except through failure of equipment covered herein

Any changes, adjustments or repairs made by others, unless authorized by Cyprus Air in writing, shall terminate Contractor's obligation hereunder as well as terminate all warranties.

It shall be at the discretion of Cyprus Air to either repair or replace defective materials & parts that are not covered under warranty. In the event that any of the equipment is not in our opinion, economically repairable, Cyprus Air will quote a replacement cost. Until Replacement has taken place, no further services will be performed.

Cyprus Air will not be required to furnish without extra cost any items of material, labor or equipment which are recommended or required by insurance companies, Government State, Municipal, or other authorities

### Scheduling and Service

Customers are responsible for calling & scheduling their yearly maintenance. You must schedule the appointment in the Spring between March 20th and June 19th or in the Fall between September 22nd and December 20th to set up an appointment. As a courtesy, Cyprus will make attempts to contact you to schedule. Any missed attempts or failure to schedule will not be refunded. If you don't use the allotted visits you lose them. Unused visits do not roll over to the next year

Repair and/or replacement parts necessary to correct damage or defects not covered under this contract (see "Coverage" section) will be the responsibility of Customer and will be an additional charge, due and payable at the time of service.

Unnecessary or nuisance calls beyond the scope of this agreement will be charged to the purchaser at prevailing service rates. Examples: blown fuses, dirty filters, tripped breakers & user error, program the thermostat.

All services will be performed during regular working hours (Monday through Friday 7:30 a.m. to 4:00 p.m.). Emergency service will be taken 7 days a week. Work can be performed outside of Contractor's normal business hours if Customer pays the difference between standard labor rate and emergency labor rate.

### **Liability**

Cyprus Air will endeavor to render prompt & efficient service hereunder, but it is expressly agreed that Cyprus Air shall in no event be liable for damage or loss caused by delay or any loss or excessive costs arising out of performance of this agreement. Cyprus Air is not be liable for any loss, damage or fuel/energy cost resulting from the improper functioning of your equipment.

### **Termination**

You may terminate your maintenance agreement with Cyprus Air at any time. Cancellation will be effective immediately, and as a result of cancellation, all plans that provide warranties will have those warranties voided at the time of termination.

WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTH MEMBERSHIP PERIODS. To cancel you must email us at the following address: [customersupport@indoorcomfort.com](mailto:customersupport@indoorcomfort.com) or certified mail to 7525 Richmond Highway, Alexandria, VA 22306. If you do decide to cancel during your 12-month agreement you are required to pay the outstanding balance.

This is a 12-month agreement that will automatically renew if not canceled or terminated. At the end of the initial 12-month term, your agreement will automatically renew for 12 months. This will happen for the lifetime of the contract until you cancel, or we terminate. In the event of early termination, including but not limited to termination that's the result of Customer moving residences, Cyprus Air has permission from you to charge any outstanding balance due to Cyprus Air with credit card or checking account information on file.

In the event Customer receives a discount as incentive to sign up for the Maintenance Plan, and the Customer terminates said Maintenance Plan within 12 months, Customer will be required to either pay back the discount or pay the remaining balance due on the 12-month agreement. In order for the termination to take place, Customer's account must show a zero balance with no outstanding dues. Anniversary Date is 12 months or 365 days after the date you signed this contract.

We reserve the right to terminate your account if it is found that you are misusing, altering, abusing, neglecting, or otherwise causing damage to the system. All manufacturers require maintenance, or they can void their warranties.

### **Membership Maintenance Plan Assignment**

If the Customer is moving, the Agreement may be reassigned or transferred if and only if they obtain prior written consent from Contractor. Agreement & benefits are transferable to new homeowners or residence with 30 days written prior notice. New residence must be in Cyprus Air's service area.

### **Disputes**

In the event of any disputes arising out of or relating to this agreement, Customer forfeits their right to litigation and must resolve any disputes in accordance with the ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION RIGHTS section of the General Terms and Conditions.



## MARYLAND NOTICE OF RIGHT TO CANCEL

**Contract Date:** \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within FIVE (5) BUSINESS DAYS from the above date, or within SEVEN (7) BUSINESS DAYS from the above date if You are at least sixty-five (65) years old unless you have requested Cyprus, Inc. to provide the Services without delay due to an emergency.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Cyprus Inc. at 7525 Richmond Hwy., Alexandria, VA, 22306 or email to [customersupport@indoorcomfort.com](mailto:customersupport@indoorcomfort.com) NO LATER THAN MIDNIGHT OF THE FIFTH (5TH) BUSINESS DAY, OR SEVENTH (7TH) BUSINESS DAY IF YOU ARE 65 YEARS OLD OR OLDER, FROM THE CONTRACT DATE ABOVE. Mailed cancellation notices must be posted marked no later than 3 business days from the Contract Date. It is recommended that you send mailed notices via Certified Mail with tracking to ensure delivery receipt.

If Customer elects to proceed with this Contract without delay due to an emergency as indicated by Customer's acknowledgment, then Customer irrevocably waives its right to cancel without liability. In the event the Customer cancels or breaches this Sales Contract after the Buyer has waived their right to cancel the Contract or after the time to cancel the Contract without liability has lapsed but before work has commenced, then, the Contractor shall be entitled to an amount equal to 25% of the net amount of the Contract in addition to holding Customer liable for any expenses incurred by Contractor in relation to the contracted work. In the event this Agreement is terminated by the Customer after work has commenced, Contractor has no obligation to return Customer's property to the original condition and the full balance of the Contract Price shall be due and payable. If the maintenance agreement is canceled, the warranty reverts back to the manufacturer's limited warranty on all parts and labor. All unpaid balances will bear interest at 18% per annum plus the costs of collection.

I HEREBY CANCEL THIS TRANSACTION.

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## MARYLAND NOTICE OF RIGHT TO CANCEL

**Contract Date:** \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within FIVE (5) BUSINESS DAYS from the above date, or within SEVEN (7) BUSINESS DAYS from the above date if You are at least sixty-five (65) years old unless you have requested Cyprus, Inc. to provide the Services without delay due to an emergency.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Cyprus Inc. at 7525 Richmond Hwy., Alexandria, VA, 22306 or email to [customersupport@indoorcomfort.com](mailto:customersupport@indoorcomfort.com) NO LATER THAN MIDNIGHT OF THE FIFTH (5TH) BUSINESS DAY, OR SEVENTH (7TH) BUSINESS DAY IF YOU ARE 65 YEARS OLD OR OLDER, FROM THE CONTRACT DATE ABOVE. Mailed cancellation notices must be posted marked no later than 3 business days from the Contract Date. It is recommended that you send mailed notices via Certified Mail with tracking to ensure delivery receipt.

If Customer elects to proceed with this Contract without delay due to an emergency as indicated by Customer's acknowledgment, then Customer irrevocably waives its right to cancel without liability. In the event the Customer cancels or breaches this Sales Contract after the Buyer has waived their right to cancel the Contract or after the time to cancel the Contract without liability has lapsed but before work has commenced, then, the Contractor shall be entitled to an amount equal to 25% of the net amount of the Contract in addition to holding Customer liable for any expenses incurred by Contractor in relation to the contracted work. In the event this Agreement is terminated by the Customer after work has commenced, Contractor has no obligation to return Customer's property to the original condition and the full balance of the Contract Price shall be due and payable. If the maintenance agreement is canceled, the warranty reverts back to the manufacturer's limited warranty on all parts and labor. All unpaid balances will bear interest at 18% per annum plus the costs of collection.

I HEREBY CANCEL THIS TRANSACTION.

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

# MAINTENANCE PLAN PROGRAM TERMS AND CONDITIONS

## 12-Month Annual Maintenance Contract

This agreement is a 12-month agreement that renews automatically for an additional 12-month period, at the end of the initial 12-month term, unless cancelled in accordance with the cancellation and termination terms below. Payments are made on a monthly basis; however, all Cyprus Maintenance Contracts are for a period of 12 months.

## Planned Maintenance

This agreement includes planned maintenance inspection every year to help prevent breakdowns & maintain efficiency. During these visit/s, we will inspect & advise you of any needed repair. No repairs will be made without your approval. In addition, you will receive a 15% discount on any repair parts as well as priority service, unless your specific Maintenance Plan specifies otherwise. Cyprus Maintenance Plan members receive priority on all repairs and will be serviced prior to non-membership customers. Service calls & labor for repairs to be charged at prevailing rates

## Fees and Billing

The membership fee will be billed at the beginning of your membership & on each month thereafter until you cancel your membership. We will automatically bill your Payment Method on the first day of each month, but from time to time the payment date may be within 7 business days before or after the first on the month.

You acknowledge that the amount billed each month may vary from month to month due to promotional offers, differing amounts due to changes in your membership plan & changes in the amount of applicable sales tax.

All fees & charges are nonrefundable & there are no refunds or credits for partially used periods. There will be a price increase equal to between 2% and 10% to adjust for inflation and other market updates at the end of each 12-month period, however we will give you advance notice of these changes by e-mail or mail.

If you want to use a different Payment Method or if there is a change in your credit card validity or expiration date, you must notify Cyprus Air by phone, e-mail or mail. If your payment Method reaches its expiration date, your continued use of the service constitutes your authorization for us to continue billing that Payment Method & you will remain responsible for any uncollected amounts.

## Ongoing Membership

Your Maintenance Agreement will continue in effect unless you cancel your membership, or we terminate it. You must cancel your membership before it renews each anniversary year in order to avoid billing of the next year's membership fees to your payment method. We will bill the monthly membership fee plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Prices subject to change.

## Coverage

This agreement covers ONLY electronically operated components inside the equipment.

This agreement does NOT cover any repairs that are the direct or indirect result of: Damage or defects caused in whole or in part by reason of fire, explosion, excessive moisture, flood, acts of God, extreme weather conditions, abnormal use or

misuse, alterations, abuse, vandalism, sabotage, negligence, or any other similar causes beyond the control of Contractor; Structural defects; or Settling or movement of the structure or foundation of the Premises. In such cases, the customer shall be charged for the parts & labor involved at the then current price for such repairs. No such parts or labor shall be furnished, however, without authorization from the customer. Cleaning the equipment and/or providing replacement filters is not covered under the scope of this agreement unless otherwise specified in writing. Please reference the specific details for your individual maintenance plan tier in order to see which repairs are or are not covered, beyond what is detailed in this Agreement.

This agreement does NOT cover any additional non-routine work such as electrical, plumbing, or drywall work. The correction or repair of any pre-existing condition is not covered under this contract. See verbiage regarding Pre-existing Conditions & Additional Work within the Cyprus Air Terms & Conditions for complete terms and conditions.

This Agreement does NOT cover ancillary equipment such as humidifiers, thermostats, condensate pumps, air cleaners, or parts added on to your HVAC system to accommodate such equipment, unless otherwise specified in writing. If any of these items were installed by Cyprus Air with your system, they come with a 1-year warranty.

Evaporator and condenser coil cleaning are cleaned without removing from the system. Removing coils from the system is a standalone service & will be quoted at the current rates. Refrigerant & refrigerant repairs are not considered parts & are not covered by this Agreement.

## Contractor Rights and Responsibilities

Contractor reserves the right to reject any agreement if an inspection by our service technician reveals the equipment to be in such a condition that the service will be unsatisfactory. The equipment must be brought up to industry standards at the customer's expense before acceptance of agreement at the time of the first maintenance check.

Cyprus Air shall not be responsible for system design or performance in maintaining design conditions except through failure of equipment covered herein

Any changes, adjustments or repairs made by others, unless authorized by Cyprus Air in writing, shall terminate Contractor's obligation hereunder as well as terminate all warranties.

It shall be at the discretion of Cyprus Air to either repair or replace defective materials & parts that are not covered under warranty. In the event that any of the equipment is not in our opinion, economically repairable, Cyprus Air will quote a replacement cost. Until Replacement has taken place, no further services will be performed.

Cyprus Air will not be required to furnish without extra cost any items of material, labor or equipment which are recommended or required by insurance companies, Government State, Municipal, or other authorities

## Scheduling and Service

Customers are responsible for calling & scheduling their yearly maintenance. You must schedule the appointment in the Spring between March 20th and June 19th or in the Fall between September 22nd and December 20th to set up an appointment. As a courtesy, Cyprus will make attempts to contact you to schedule. Any missed attempts or failure to schedule will not be refunded. If you don't use the allotted visits you lose them. Unused visits do not roll over to the next year

Repair and/or replacement parts necessary to correct damage or defects not covered under this contract (see "Coverage" section) will be the responsibility of Customer and will be an additional charge, due and payable at the time of service.

Unnecessary or nuisance calls beyond the scope of this agreement will be charged to the purchaser at prevailing service rates. Examples: blown fuses, dirty filters, tripped breakers & user error, program the thermostat.

All services will be performed during regular working hours (Monday through Friday 7:30 a.m. to 4:00 p.m.). Emergency service will be taken 7 days a week. Work can be performed outside of Contractor's normal business hours if Customer pays the difference between standard labor rate and emergency labor rate.

### **Liability**

Cyprus Air will endeavor to render prompt & efficient service hereunder, but it is expressly agreed that Cyprus Air shall in no event be liable for damage or loss caused by delay or any loss or excessive costs arising out of performance of this agreement. Cyprus Air is not be liable for any loss, damage or fuel/energy cost resulting from the improper functioning of your equipment.

### **Termination**

You may terminate your maintenance agreement with Cyprus Air at any time. Cancellation will be effective immediately, and as a result of cancellation, all plans that provide warranties will have those warranties voided at the time of termination.

WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTH MEMBERSHIP PERIODS. To cancel you must email us at the following address: [customersupport@indoorcomfort.com](mailto:customersupport@indoorcomfort.com) or certified mail to 7525 Richmond Highway, Alexandria, VA 22306. If you do decide to cancel during your 12-month agreement you are required to pay the outstanding balance.

This is a 12-month agreement that will automatically renew if not canceled or terminated. At the end of the initial 12-month term, your agreement will automatically renew for 12 months. This will happen for the lifetime of the contract until you cancel, or we terminate. In the event of early termination, including but not limited to termination that's the result of Customer moving residences, Cyprus Air has permission from you to charge any outstanding balance due to Cyprus Air with credit card or checking account information on file.

In the event Customer receives a discount as incentive to sign up for the Maintenance Plan, and the Customer terminates said Maintenance Plan within 12 months, Customer will be required to either pay back the discount or pay the remaining balance due on the 12-month agreement. In order for the termination to take place, Customer's account must show a zero balance with no outstanding dues. Anniversary Date is 12 months or 365 days after the date you signed this contract.

We reserve the right to terminate your account if it is found that you are misusing, altering, abusing, neglecting, or otherwise causing damage to the system. All manufacturers require maintenance, or they can void their warranties.

### **Membership Maintenance Plan Assignment**

If the Customer is moving, the Agreement may be reassigned or transferred if and only if they obtain prior written consent from Contractor. Agreement & benefits are transferable to new homeowners or residence with 30 days written prior notice. New residence must be in Cyprus Air's service area.

### **Disputes**

In the event of any disputes arising out of or relating to this agreement, Customer forfeits their right to litigation and must resolve any disputes in accordance with the ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION RIGHTS section of the General Terms and Conditions.