

COMFORT PLAN CONTRACT TERMS AND CONDITIONS

CONDITIONS AND LIMITATIONS:

1. This agreement sets forth the entire agreement between "UPG" and the Owner. Representations and promises made by the Service Dealer or any other person not mentioned in this document are not part of this agreement.
2. Only "UPG" approved equipment listed on the front page is covered.
3. This agreement is automatically cancelled if the equipment is moved from the address shown on the front page without prior written consent of "UPG"
4. Any material or labor beyond that covered by this agreement will be furnished at the Owner's expense. Owner agrees to pay any such expense.
5. "UPG" and/or Service Dealer will not be responsible for any loss, damages, or injury resulting from delay in rendering repairs under this agreement, and in no event will they be liable for incidental or consequential damages, or for strict liability in Tort, so the above exclusions and limitations may not apply to you.

LIMIT OF LIABILITY

1. "UPG's" maximum liability for total claims shall in no case exceed "UPG's" cost associated with the replacement of the equipment under the contract with a comparable "UPS" unit and any reasonable labor cost incurred to replace the defective system.
2. Should this agreement be terminated by "UPG" for failure of the Owner to meet the terms of the agreement, or at "UPG's" sole discretion, the return of the contract price shall be the Owner's sole and exclusive remedy.
3. Should this agreement be terminated by the request of the Owner, "UPG" reserves the right to retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50. If the cancellation request occurs within 30 days of purchase, return of premium will be based upon a pro rata refund of the contract for the unexpired term of the contract, less any claims that have been paid. You may have additional rights at cancellation, which vary from state to state.

WHAT IS NOT COVERED

1. Damage or malfunction resulting from fire, water, storm, earthquake, theft, riot, and misuse. Or improper selections, installation or application of the equipment including but not limited to the exclusions contained in the standard equipment warranty.
2. Routine maintenance or any repairs that are made necessary because routine maintenance is not performed.
3. Repairs to alter the listed equipment to meet changes in Federal, State, or Local codes or regulations.
4. Premium labor fees charged by the Service Dealer for repairs that are required during normal working hours.
5. Any expenses, including labor charges, incurred in gaining access to the equipment or its controls and the Service Dealer's minimum charge for any scheduled service call that cannot be completed because the Service Dealer could not gain access to the equipment or its controls.
6. Work performed by dealer not registered with "UPG."
7. Any equipment to the extent still covered by the manufacturer's warranty.
8. Diagnostic time to assess a problem.
9. Sales taxes and freight charges
10. Non-York thermostats and non-York accessories

OWNER'S RESPONSIBILITY

1. All service and repairs not covered by this agreement.
2. To check and replace fuses or reset circuit breakers
3. To operate the equipment in accordance with the manufacturer's instructions.
4. To perform all routine maintenance and special maintenance as listed in the Owner's Manual.
5. Provide Service Dealer free access to the equipment and its controls
6. To move any stock, fixtures, or partitions needed to facilitate the Service Dealer's work.

SHOULD OWNER FAIL TO MEET ANY OF THE ABOVE RESPONSIBILITIES, THEN "UPG" SHALL HAVE THE RIGHT TO VOID THE AGREEMENT.

OWNER'S OPTIONS

1. This contract may be assigned to the successor of Owner by written request to "UPG" along with a \$25 assignment fee payable to "Unitary Products Group."
2. The Owner has the right to request reassignment of this contract to another registered Service Dealer. To exercise this right, the Owner must submit such request in writing to "UPG," along with a reason for requesting such reassignment. "UPG" reserves the final right of assignment and will notify the Owner, in writing, of acceptance of reassignment.
3. The written request for assignment to the new Owner must include the contract number, equipment location, and new owner's name and address (if different than the equipment location address). The current or new owner can sign the request.
4. Any and all correspondence regarding the Comfort Plan program as well as new applications should be sent to:

Unitary Products Group
Comfort Plans
P.O. Box 6501
Norman, OK 73070-6501

TO OBTAIN WARRANTY SERVICE

Notify the above listed dealer, preferably in writing, of the problem as soon as possible after its discovery. Be sure to include contract number, product model number, serial number, installation date and the nature of the problem. When the servicing dealer arrives at your location, show him your contract. If a response is not received within a reasonable time, notify York Customer Relations Department at 1-877-874-7378.

COVERAGE-In return for the amount paid and subject to the Terms and Conditions on the reverse side hereof, "UPG" will cover both parts and labor, or labor only, or parts only, as identified above in the PRODUCT COVERAGE "UPG" will, through the above named Service Dealer or such other Service Dealer as designated in writing by "UPG" to the Owner make the adjustments, repairs, or replacements necessary to place the equipment listed in proper working condition. Please review instructions on how to obtain service and how to submit claim on the reverse side.

This agreement will become effective only when accepted by "UPG" at its office located in Norman, Oklahoma. After acceptance, a final contract will be sent to the Owner.

Your signature indicates you agree to the terms and conditions as specified on the reverse side. Failure to adhere to these terms and conditions may delay or forfeit your coverage under the plan.