



www.poweraircon.com

365 Dahill Road Brooklyn NY 11218 Tel: 718 686 9033 Fax: 718 686 9036 email: info@poweraircon.com

Maintenance Contract Application Form

NAME:	TEL:	
Address:		
City:	State:	Zip:

Equipment location if different from above:

NAME:	TEL:	
Address:		
City:	State:	Zip:

Length of coverage:

- One year
 Two year
 Five Year

Method of payment:

- check (checks made payable to "e express")
 cash
 credit card

credit card type: visa mastercard american express discover

credit card number: Exp date:
month year

name on card: _____

address for card: street: _____ city: _____
 state: _____ zip: _____

By signing I acknowledge that I have read and understand the "terms and conditions" of the service plan

Owners signature:..... Date:.....

For office use:

Product application:

- Residential Commercial

Equipment covered:

MODEL NO:	SERIAL NO:	DESCRIPTION:

SERVICE PLAN TERMS AND CONDITIONS

WHAT WE PROVIDE AND COVER:

The Powerair Service Plan is between the customer and Power Air Conditioning Corp. situated at 365 Dahill Road Brooklyn NY 11218. The plan is available to all residential clients and commercial clients who reside in the New York area in the following areas: Brooklyn ,Queens, Staten Island, Bronx or Long Island .

Coverage for : gas fired central heating equipment with an hourly input no greater than 400 000 BTU, covering no more than three heating zones, Gas or electric water heating equipment with an hourly input no greater than 95 000 BTU and electrical central air conditioning condensing equipment not greater than five tons. (collectively called Equipment) All equipment must meet state and local installation codes.

SERVICE STARTS:

Power air will commence service 10 days after receipt of payment and enrollment form signed by the customer. And will continue for a one year period subject to renewal. The plan does not cover pre existing conditions

CONDITION OF UNITS

The Equipment must be in good operating condition on the day the plan takes effect. Power air reserves the right to inspect the equipment on site before accepting the equipment for coverage under the plan.

CODE OF TRUST

Upon signing the Service Plan, the Customer agrees to accept the judgment of the Company as final as to the means and methods to be employed for any work under consideration.

HOW TO OBTAIN YOUR SERVICE

It is up to the customer to schedule the service wither by phone 718 686 9033 #112 between 9 and 5 pm EST or e mail: info@poweraircon.com

For your standard tune up, please call : for heating: Feb 1 to Sep 30 , and for cooling : from March 1 to May 31 in order to process your scheduled appointment efficiently.

WARRANTY

Powerair will cover your equipment to the extent of the warrantee provided by the manufacturer. All parts supplied by Power Air Conditioning Corp. shall be free of defects in design or workmanship . Any parts that have been installed during the year of the Plan that prove defective, Power Air Conditioning Corp. will at its sole discretion replace or issue a credit for such parts or services on conditions that the defect was not caused by the Customer or Customer's agents.

Powerair makes not no warranties , either expressed or implied, which extend beyond the face of this agreement. Power Air Conditioning Corp's obligation to repair, replace or issue credit for any defective part or service shall be customer's exclusive remedy under this agreement.

CUSTOMERS RIGHT TO CANCEL PLAN

Customer has a right to cancel the Plan by written notice sent to Power Air Conditioning Corp. **within 20 days of receipt of signed application form by Power Air Conditioning Corp.**

Written cancellation must be sent to : Power Air Conditioning Services Department , 365 Dahill Road Brooklyn NY 11218. Being that the customer has made no claim during this period, the plan shall be void and all monies paid by customer will be refunded within 30 days of receipt of notice. Please note that no plan cancellations are acceptable beyond the 20 day period as mentioned above

CONDITIONS FOR WHICH POWER AIR RESERVES THE RIGHT TO CANCEL THE PLAN:

Customer fails to provide access to the equipment

Customer fails to service or replace any parts that are necessary for the basic maintenance of equipment

Upon inspection of the unit it was found that the unit was unserviceable

The system is not covered by the plan

There are unsafe working conditions at the customer's premises

The equipment is not being used for its designed purpose.

If the plan is cancelled for any of the above reasons, Powerair will refund the amount from the plan **after deduction for any parts and services provided by Power Air Conditioning Corp.**

Cancellation will take place on 15 days advance notice sent to customer's last known address.

Power Air Conditioning Corp. takes no responsibility for service or repair work performed by any person or entity other than Power Air Conditioning Corp or its agents, and if any work is performed by the above, Power Air Conditioning Corp. reserves the right to declare the Plan to be null and void immediately.

POWER AIR HAS THE RIGHT TO CANCEL WITHOUT NOTICE :

The customer fails to pay the plan price or has made a material misrepresentation, or has substantially breached his or her duties relating to the equipment or its use.

In the case of cancellation without notice, Power Air Conditioning Corp. may seek full recovery of its damages from the customer. Any costs for repairs or services rendered after cancellation of the plan will be the same as those not under a service plan or service contract.

RENEWING THE PLAN

Customers paying by check will receive notice of renewal of the plan prior to expiration , which, if the customer chooses to continue with the plan will inform the customer that payment is now due for renewal.

Customers that have paid by credit card will be continuously charged per month and it is up to the customer, to inform Powerair **before the expiration date**, by phone 718 686 9033 #112 , fax 718 686 9036 or e mail services@poweraircon.com that he/she wishes to cancel the Plan.

In both cases, the renewal will commence upon receipt of payment.

Power reserves the right to change prices at the time of renewal.

PARTS COVERAGE

A list of parts covered by the Plan can be found on the website page: **parts and service coverage** at **www.poweraircon.com**

Power Air Conditioning Corp. reserves the right to use rebuilt, remanufactured or interchangeable parts where needed that will be covered under the guarantee.

Power Air Conditioning Corp. uses its sole discretion to not install a part if:

- a. Power Air Conditioning Corp. is unable to find a specific part or interchangeable part
- b. Replacement or removal will damage the unit or create an unsafe environment

WHAT WE DON'T COVER

The Plan is strictly a service contract . If unit is found to be faulty and no part or replacement can fix it , the Plan does NOT cover replacement of unit .

Air Conditioning coverage does not include compressors, condensers, condenser coils, evaporators/A-coils (including cleaning), electrical wiring and repair of non – visible refrigerant leaks. Parts and labor and materials are excluded for the following:

Cleaning of furnaces, steam systems, boiler water tubes, and tankless water heater systems and for the replacement of furnaces, boilers, boiler sections humidifiers, air cleaners and water heaters. All plans also exclude ductwork or sheetmetalwork, and all plumbing and electrical work that exceeds the normal workflow for an HVAC company.

Plan does not cover repair necessitated due to freezing up of equipment, improper water pressure, faulty plumbing or faulty electrical lines. The plan does not include rigging , dropping, rehangng or relocating of equipment. Nor does it include the identification or removal of asbestos or any other hazardous substances, or the reclaiming of refrigerant, or labor and material required in the process of Freon conversion of any system.

The Plans do not cover any materials parts or labor required as a result of unusual circumstances such as but not limited to- floods, fire, natural disaster, civil disobedience, riots, war, equipment abuse, or neglect . Any work performed by person or entity not under auspices of Power Air Conditioning Corp. or its agents is not covered by the plan.

CUSTOMER'S RESPONSIBILITY

Customers are responsible for ordinary maintenance of their equipment, including but not limited to the replacement of thermostat batteries and air filters, the adjustment of air registers, neutron electrostatic air cleaners, media filters and the lubrication of motors.

Customer is responsible for all freight and shipping charges incurred when the company is required to acquire replacement parts from out of state sources.

CONDITIONS BEYOND OUR CONTROL

National Grid will not be responsible for any delays causes by its failure to obtain necessary parts or render services due to weather conditions, acts of Government entities, strikes, or other labor difficulties. , acts of war or other causes or circumstances beyond Power Air Conditioning Corp's control. Power Air Conditioning will not bear the cost of repairs due to vandalism, abuse misuse neglect, modifications not performed by Power Air Conditioning Crop or its agents, improper or insufficient maintenance by others, or any other cause beyond Power Air Conditioning Corp's control.

OUR LIMITED LIABILITY

Power Air Conditioning Corp's maximum liability under this plan shall not exceed the annual price paid by Customer to Power Air Conditioning Corp. Power Air Conditioning Corp shall not be liable for any consequential or incidental damages of any nature such as Customer's loss or use of it's facilities, loss of revenues, loss of anticipated profits, or the cost of replacement heat, water or air conditioning.

LEGAL

Any action brought under the Plan shall be commenced in an appropriate court of law located in Kings County , New York without regard to its principles of conflicts of law. These terms and conditions shall be governed by the laws of the State of New York .

ASSIGNMENT

Customer may not assign the plan without written consent of Power Air conditioning Corp.

Power air may assign all or any part of the contract without the customer's consent, upon notice

to any entity that agrees in writing to assume Power air conditioning Corp's obligations.

OTHER

The plan contains the entire understanding of Power Air Conditioning Corp and the customer with respect to the subject matter written here.

Should any provisions in this plan be deemed invalid or unenforceable, it shall not affect the remainder of the Plan.

The headings in this Agreement are for reference purposes only and in no way affect the meaning or interpretation of this Agreement.

PAYMENT:

Signature on form includes :

-I/We the undersigned do hereby subscribe to Power Air Service Plan, on Equipment installed at street address stated on application. Full Equipment covered is as mentioned above being all equipment for which service applies.

-I/We the undersigned agree to pay Power Air Conditioning Corp . the amount owing plus applicable sales tax.

-I have read and accept all the Terms and Conditions relevant to the Service Plan