

THE HEATING AND COOLING PROFESSIONALS WHO CARE

WeCare Terms & Conditions

Duration, Renewals, Cancelability, Transfers, and Refunds

This agreement is for a 12-month period and will renew automatically. The customer can cancel the agreement at any time by giving Woodbridge GTA ClimateCare 30 days written notice after the initial 12 month term. Woodbridge GTA ClimateCare reserves the right to not offer an agreement to any customer or to not renew an agreement for any customer. If a customer cancels an agreement there will be no refunds (and also no balance owing in the case of monthly paid plans). A customer who is moving may transfer an agreement to their new home provided it is within Woodbridge GTA ClimateCare's normal service area.

Qualifying Equipment

Only approved residential equipment installed in a residential home qualifies for "WeCare" Agreements. Specifically only natural gas/LP and electric furnaces / hot water boilers less than 200,000 BTUH, air handlers, split system heat pumps / air conditioners less than 5 tons nominal capacity, duct free split system heat pumps / air conditioners less than 3.5 tons nominal capacity, Natural gas/LP fireplaces less than 55,000 BTUH capacity, natural gas/LP under fired storage type water heaters with less than 50,000 BTUH capacity, natural gas/LP tankless water heaters and boilers less than 250,000 BTUH, flow through humidifiers, HRV and ERV with less than 300 CFM capacity. Oil fired equipment is excluded from our plans. Gas logs, conversion burners, window or sleeve heat pumps / air conditioners, Package Terminal Air Conditioners, and roof top equipment are not eligible for WeCare Agreements. All equipment must be installed within our normal service areas. Equipment installed in attics, crawl spaces, or require the use of a ladder to gain access is excluded from our plans. The customer must supply reasonable access (as defined in the current gas code and manufacturers' installation and service instructions) to all covered equipment.

Repairs Recommended during a Precision Tune-Up

Any repairs recommended by Woodbridge GTA ClimateCare during a precision tune-up must be completed at that time. The cost of these repairs will be quoted to and authorized by the customer prior to any of these repairs being initiated. In the case of a Precision Tune-Up or a WeCare Maintenance, the customer will be responsible for the cost of the repairs. In the case of a WeCare Protection Plus the plan could be paying the cost of the repairs, subject to the terms of the agreement. If a customer is unwilling or unable to authorize said recommended repairs, then any equipment failures that occur as a result of said repairs not being done would not be

covered by the benefits of the agreement i.e. 30 day diagnostic warranty, discounted repair rates or no after hours premiums. If a customer is getting a discounted Precision Tune-Up in order to qualify their equipment (as part of their initial application for a WeCare Maintenance Agreement or a WeCare Protection Plus Agreement) and the customer is unwilling or unable to authorize the recommended repairs then their equipment would no longer qualify for the WeCare Agreement and the full, regular charge would apply for the "Precision Tune-Up".

Precision Tune-Up

A Precision Tune-Up is on a single piece of equipment and includes a systematic and thorough inspection of the equipment to determine that it is working safely, reliably and to manufacturer's specifications. Payment is due at the time of inspection. The only benefit included with the Precision Tune-Up is a 30-day diagnostic warranty i.e. If the piece of equipment should fail within the 30-day period following the Precision Tune-Up, then Woodbridge GTA ClimateCare would return and diagnose the problem at no charge to the customer. All repairs required would be quoted and charged at the regular or after-hour rates as applicable.

WeCare Maintenance Agreement

This agreement would include a Precision Tune-Up for each piece of equipment covered. Each piece of equipment would then be covered by an individual 90-day diagnostic warranty based on when the individual Precision Tune-up was done on any one particular piece of equipment. In addition to the above, all pieces of equipment covered by the agreement would receive: priority scheduling on a request for service, no after hours premiums for the diagnostic (if it were outside the 30 day diagnostic warranty) and a reduced diagnostic fee outside the 30 days, a 20% discount off of the regular daytime rate for any required repairs regardless of when the repairs were required, and the customer would receive a 5% discount off of our regular price for any piece of equipment (covered by the plan) that they chose to replace.

WeCare Protection Plus Agreement

This agreement provides all of the coverage of the above plan except that all pieces of equipment covered by a WeCare Protection Plus Agreement would incur no diagnostic charge and no repair charges subject to the terms of this agreement. Specifically, the assurance portion of the plan covers all of the components supplied by the original equipment manufacturer such as: evaporator coil, condenser coil, capacitors, contacts, control boards, relays, motors, fans, service valves, compressors less than 8 years old, gas burners, orifices, valves, ignition systems, flame proving systems, fan/limit controls transformers, air proving switches. The plan specifically does not cover parts / labour for compressors or refrigerant leaks. ECM Motors older than 5 years old are not covered and only the labour to install the motor would be covered. Parts/labour to replace heat exchangers is also not covered. Consumables supplies such as filters and water panels not covered, as well as service issues due to plugged filters or lack of

airflow. This plan is designed to protect the customer from the unexpected cost associated with breakdowns caused by normal wear and tear on the covered appliance. As such, external power interruptions, plugged vents, damage, failures caused by external forces, flood, fire, vandalism, willful acts, and repairs by other than Woodbridge GTA ClimateCare are not covered. Cabinets, casings, covers, batteries, low and high voltage wiring and paint are not covered. Flushing of the heat exchanger and additional cleaning that may be required are excluded from coverage and will be charged to the customer at a standard flat rate. Woodbridge GTA ClimateCare is not responsible for insufficient air distribution due to existing duct work designing or clogged ductwork. Repairs to your equipment made necessary as a result of faulty ancillary equipment are excluded from coverage. Exclusions: heat exchangers & furnace cabinets, compressors & refrigerant leak, thermostats, batteries, ECM Motors, hydronic system leaks, Furnace venting systems & liners, evaporator coils, condensate pumps, all system infrastructure beyond the equipment, replacement of complete system. Should the covered equipment be replaced by Woodbridge GTA ClimateCare, it is eligible for a 5% discount.

Future Changes to the Terms and Conditions

Woodbridge GTA ClimateCare may make changes to the above terms and conditions. A copy of the current Terms and Conditions will be available on our website: <u>www.GTAclimatecare.com</u>

Limits of Liability

Woodbridge GTA ClimateCare accepts no liability for consequential damage caused by misdiagnosis or delays in completing diagnosis or repairs. We will take all reasonable care in executing this agreement; but under no circumstances be liable for indirect, consequential, incidental, or economic damages to any person or property. Component repair / replacement is at the sole discretion of Woodbridge GTA ClimateCare. If we are unable to repair your equipment for any reason (such as, but not limited to, lack of availability of parts) then our sole obligation is to terminate the plan.

For inquiries contact us:

(905) 851-7007

