



5-YEAR LABOR WARRANTY

Terms and Conditions

The Kowalski labor warranty between S. J. Kowalski, Inc. and the owner listed on the Labor Warranty agreement is backed by the full faith and credit of S. J. Kowalski, Inc. , who is financially and legally obligated to provide labor coverage to Owner for the term specified and for the particular HVAC equipment specified, subject to the terms and conditions of the agreement.

PARTS: Manufacturer-brand parts will be used whenever possible for all replacements. S. J. Kowalski, Inc. will endeavor to provide parts, as applicable to the coverage descriptions, and render prompt service at all times, but will not be responsible for delays due to strikes, non-availability of replacement parts or any other causes beyond S. J. Kowalski, Inc.'s reasonable control. Such delays shall not result in extensions to the coverage term of the agreement, but the repair will be completed under the terms of the agreement.

CLAIM SERVICE: All repairs must be performed by S. J. Kowalski, Inc. Any service work or repairs done by others will not be considered under this agreement and will NOT be paid to any other service company. Service under this agreement is to be performed during regular working hours. **OVERTIME CHARGES FOR REPAIRS PERFORMED OUTSIDE OF OUR NORMAL WORKING HOURS ARE NOT COVERED UNDER THIS AGREEMENT** and will be billed as extra.

MODEL AND SERIAL NUMBER: Product coverage is exclusively limited to the model and serial number shown on the Labor Warranty agreement.

OWNERSHIP: The agreement remains in full force from the 1st day of installation until the expiration date as specified under the coverage term listed above so long as the covered equipment remains at the original installation site. Equipment moved to any new address will no longer be eligible under this agreement. This agreement is not renewable.

EXCLUSIONS: This agreement does not apply to products or parts that have been subject to alteration, misuse, abuse, accident, improper installation, damage, excessive voltage, acts of nature, corrosion, commercial use or service other than that approved in the product 's Operating and Installation Instructions or in the Owner's manual. This agreement does not cover the following: Manufacturer brand equipment, normal maintenance, changes in the appearance of a product that does not affect its performance, products ordered over the internet, products removed from the location where they were originally installed, decorations and trim, thermostats, fuses, circuit breakers outside of the product, air filters, electronic air cleaners, condensate pumps and drains, humidifiers, electrical service beyond the covered products, cabinets and housing, ducts and vents, bases and mounting, the cost of equipment used to perform service repairs, paint, finish or rust, freight on parts.

OWNER'S RESPONSIBILITIES: Owner is responsible for the cost of any service call requested to demonstrate or confirm the proper operation of the equipment or to correct malfunctions stemming from use of the product in a manner not prescribed by or cautioned against in the operating manual or owner's manual. **THIS IS NOT A MAINTENANCE CONTRACT AND DOES NOT COVER THE COST OF ROUTINE/SEASONAL MAINTENANCE.** Owner's responsibilities include providing normal care and maintenance including but not limited to cleaning the evaporator or condenser coils, drain, burners or heat exchangers, lubrication, adjustments, normal filter maintenance and having the units reasonably accessible for service. This labor warranty is void if annual maintenance is not done on the heat system. Owner is responsible for any structural alterations of the premises necessary to service, replace or repair parts otherwise covered by this agreement. If an emergency occurs outside of normal business hours and service is not available, owner should vacate the property to protect his/her own health, safety and welfare. S. J. Kowalski, Inc.'s responsibility is limited under the terms and conditions of this agreement.

LIMITATIONS: S. J. Kowalski, Inc.'s obligations under this agreement are limited strictly to its terms. Service must be performed by S. J. Kowalski, Inc. S. J. Kowalski, Inc. shall not be liable for any incidental, special or consequential damages, including but not limited to damage to property (including damage caused by frozen or broken water pipes in the event of an equipment failure) or extra utility expense. Pre-existing conditions are covered under the agreement only to the extent that such conditions constitute a manufacturer's defect in material or workmanship of the equipment covered.

Any inquiries regarding this agreement should be addressed to S. J. Kowalski, Inc.