



## 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.

**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.

\*Labor coverage is for the equipment listed & installed by S.J. Kowalski Inc. and is non-transferable.

\*THIS IS NOT A MAINTENANCE CONTRACT AND DOES NOT COVER THE COST OF ROUTINE/SEASONAL MAINTENANCE. The owner is responsible for 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. Preventative maintenance issues are not covered.

\*This labor warranty applies to normal business hours of operation. A standard call out fee of \$250.00 and a reduced labor rate of \$55 per hour will apply for after hours service. (Holiday Rates will also apply)

\*Thermostat INTERNET updates, battery failure, or Wi-Fi/modem issues are not covered.

\*User error or “no issue found” calls are not covered. It is important to familiarize yourself with the operation of the equipment installed.

\*Equipment or parts that have been subject to alteration, misuse, abuse, accidental damage, excessive voltage, acts of nature, corrosion, or commercial use will not be covered. We will not cover work performed by others.

\*Dirty sock syndrome or odor issues are not covered.

\*Freight charges on replacement parts are not covered, this includes any overnight or express shipping fees.

\*The re-leveling of equipment is covered for 1 year from the date of installation.

**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.