

AIRE ONE COMFORT PROTECTION PLANS TERMS AND CONIDITONS.

COVERAGE PERIOD AND RENEWAL: The initial term(s) of the Comfort Protection Plan is 1 year from the date of enrollment (the "Coverage Year"). Except if/as specifically noted in this document. Coverage will renew automatically each year on the anniversary of the enrollment date (the "Renewal Date") unless;

- (i) You have given Aire One written notice no later than 30 days before the "Renewal Date" that you do not wish to renew your coverage; or
- (ii) Aire One has given you notice prior to the "Renewal Date" that your coverage will not be renewed by Aire One.

At any time, Aire One may modify these Terms and Conditions, including annual Plan coverage prices. Prior to the "Renewal Date", Aire One will notify you of any changes to these Terms and Conditions, and such changes will automatically be in effect from the "Renewal Date".

Equipment Covered

You may elect coverage for individual units/component or systems as follows (unless otherwise excluded in these terms and conditions). The coverage cost will vary depending upon your election.

Exclusions: The plan does NOT cover indoor air quality accessories, equipment using conversion burners, the conversion burner itself, water source heat-pumps, ductless air conditioning system, wall unit air conditioning systems, natural gas powered air conditioning, high velocity air conditioning units, compressors and heat exchangers.

Comfort Protection Plan (CPP): The Comfort Protection Plan (CPP) covers (a) diagnostic repair, and replacement of problem parts within your "heating unit / cooling unit" and the thermostat, with some exception noted below. Labour and replacement costs are included for parts and service covered by the Plan. (b) annual check-up and the cleaning of your heating unit; (c) annual check-up and cleaning of your air conditioning unit. These annual maintenance visits will be scheduled by Aire One based on availability during the "Coverage year". Customers are responsible to call Aire One to check on availability of the desired date and time for the annual maintenances(s). The Plan does **NOT** cover: filter replacement, replacement of consumable parts (examples: UV bulbs, fuses, filters), refill, vacuuming, boiler system drainage, flushing of the heat exchanger, all waterside components, and additional cleaning that is required due to either insufficient maintenance prior to joining The Plan or due to uses inconsistent with the product's intended use.

Thermostat Failure: If your thermostat fails, Aire One will provide a replacement with a make/model of Aire One's choice that enables similar operation of your current dependent heating, ventilation, and/or air conditioning equipment. Zone thermostats/controls and programmable controls are not covered by The Plan.

Ancillary Equipment: The Plan does **NOT** cover:

- (a) **Heating:** ancillary equipment such as air conditioners, humidifiers, condensate pumps, air cleaners, parts added on to your heating unit to accommodate such equipment, or repairs to your furnace made necessary as a result of faulty ancillary equipment;
- (b) **Cooling:** ancillary equipment such as furnaces, humidifiers, condensate and air cleaners, or repair to the air conditioning unit made necessary as a result of faulty ancillary equipment.

Qualifying Equipment: Aire One shall perform an inspection of all equipment prior to the initiation of the coverage period to determine if the equipment qualifies for coverage under this agreement. Aire One reserves the right to refuse coverage for any equipment for (a) not meeting required qualification standards, (b) any or no reason. In the event Aire One determines that additional service is necessary for the equipment to qualify for coverage, Aire One will provide such additional service during its first maintenance visit at an additional charge. Aire One reserves the right to refuse coverage for any equipment if repairs required to qualify for coverage, as determined by Aire One, are not made prior to coverage.

Unavailable Parts: Aire One will attempt to obtain replacement parts or appropriate substitutes as quickly as reasonably possible. Aire One is not liable for delay in obtaining parts due to limited availability. In the event Aire One is not able to obtain a replacement part, or obtain it at a commercially reasonable cost, Aire One will not be liable for the related replacement. In any such case, you or Aire One may terminate the Plan coverage for the equipment involved. If there has not been a prior service call paid by The Plan in the current "Coverage Year", the annual repair coverage premium will be refunded in full upon such termination. If a prior service call has been made, liability of Aire One will be set forth in the "Miscellaneous" portion of these terms and conditions.

Excluded Costs: The Plan does not cover the costs of problem diagnosis and service, repair, parts replacement or adjustment in circumstances where:

- Equipment fails due to lack of maintenance, including but not limited to, lack of filter maintenance.
- The problem relates to improper sizing or application of equipment;
- The furnace/air conditioning unit has been turned off;
- The thermostat is not at the proper setting;
- The pilot has been extinguished by someone other than an Aire One technician;
- The household electrical fuse or breaker required for the furnace/air conditioning is blown;
- Diagnostic service, repair or replacement relates to a part not specifically listed in these Terms and Conditions as covered by The Plan or to a manufacturer's parts recall;
- Repair or replacement is needed as the result of abuse, tampering, alterations or repairs done by other than an Aire One technician;
- Installation, application or operation is inconsistent with the manufacturer's installation instructions (including but not limited to mismatched components);
- Damage of a purely cosmetic nature;

To avoid unnecessary costs, please review the above list prior to calling Aire One for service. Aire One total parts and labour responsibility is limited during the coverage term to a maximum of \$750.00 per covered unit. You will be responsible for any additional charges above this amount.

Liability: Damages resulting from the failure of replacement parts or services performed under The Plan are not the responsibility of Aire One, unless such damages result from Aire One's negligence. Program service does not cover any material, parts and labour required as the result of abuse, vandalism, fire, freezing, acts of God, power or water supply outages, rodent infestation or abnormal conditions.

Miscellaneous:

- If you cancel prior to the "Renewal Date", any payments owing on the annual premium becomes due;
- Plan coverage is not transferable to another residence and, except as specifically noted in this document, is non-refundable. If you move the balance of The Plan coverage then in effect remains with the heating/cooling unit and will be transferred to the new owner;
- Aire One reserves the right to assign our right and/or obligations in connection with The Plan and your coverage to a third party;
- Pre-existing problems **ARE EXCLUDED** from coverage;
- Aire One will determine whether parts replacement or repairs are necessary;
- Service and parts must be provided solely by Aire One. Aire One will not reimburse you for the cost of service performed or parts replaced by another contractor;
- All parts replaced under The Plan become the property of Aire One; and
- Aire One reserves the right to discontinue at any time The Plan or/or your coverage thereunder. If Aire One discontinues The Plan and/or your coverage thereunder, Aire One's liability will be restricted to refunding the unexpired portion of the annual charge, if any, and to completing any repairs or parts replacements covered by The Plan for which you have notified Aire One up to the date The Plan and/or coverage is discontinued. Furthermore, if Aire One has performed service under this agreement that exceeded the purchase price of this agreement, Aire One will not be obligated to refund the unexpired portion of the annual charge.

Replacement Allowance: In the event Aire One determines that replacement of covered equipment is necessary, Aire One will provide a replacement allowance on new equipment, as well as a credit equivalent to the unexpired portion of the annual charge applicable to the purchase of a new system from Aire One.