

Terms and Conditions

The following are the terms and conditions for use of TriedNTrue AC & Heat Club Membership Agreement. Please read them carefully before using the Service. By signing the TNT Club Membership Agreement each party agrees to be bound by these Terms and Conditions, including signed proposals, all payment terms, policies, practices, rules, standards and guidelines provided to Customer in writing (and/or available at <https://triedntrueac.com/terms>) Related to the Services (collectively, the "Agreement").

1. Prior to issuing this Agreement, TriedNTrue AC & Heat will inspect your HVAC equipment, scheduled Monday through Friday between 8:00 AM and 4:00 PM, except holidays.
2. Any repairs deemed necessary must be completed prior to issuing this agreement.
3. Should the Agreement be purchased and paid for at the time of repairs, the 15% discount will be applied to the cost of repairs and this inspection will constitute your first maintenance check. You will receive one more check before your first year expires.
4. TNT reserves the right to reject any Agreement, if, upon inspection by our technician, equipment is found to be in poor operating condition.
5. Under this Agreement, we will perform an annual check and tune-up for each piece of covered equipment for each commitment term, scheduled Monday through Friday between 8:00 AM and 4:00 PM, except holidays.
6. It is the responsibility of the homeowner to notify the company of desired dates for maintenance; we recommend scheduling at least four weeks to six weeks in advance.
7. As a service agreement customer, you agree to be contacted via phone by a live representative, or a prerecorded message reminding you it is time to schedule your annual tune-ups for each piece of covered equipment. If you do not wish to receive these reminders, you can opt-out by calling us at 228-243-4324 or by email at nhowell.tnt@gmail.com.
8. You can schedule service by calling us or by completing a "Service Request" form on our website.
9. If you cannot make a previously scheduled appointment, 24-hour notice is appreciated. If we are not able to access your home for a scheduled appointment, a \$50 "No-Show" fee will be charged.
10. During prolonged extreme weather conditions – heat and cold spells – maintenance checks may be rescheduled to accommodate Agreement members without heat or air conditioning.
11. Under the conditions of this Agreement, you, as homeowner of the covered location, agree to:
12. Operate covered equipment according to the manufacturers and our technicians' recommendations.
13. Promptly notify us of any unusual operating conditions of the equipment.
14. Schedule service appointments; TNT-HVAC will not reimburse services not scheduled within the commitment term.
15. Permit only our service personnel to perform maintenance or repairs on the equipment.
16. The base price of this Agreement is renewable annually.
17. The monthly fee for TNT-HVAC CM Agreement is billed on a monthly basis and is non-refundable. All accounts are set up by credit card and will be collected monthly on the 1st by a recurring payment.
18. A monthly invoice will be issued for customer records upon request.
19. The commitment period for TNT-HVAC CM Agreement service is 12 months, unless otherwise noted on the CM Agreement, and will renew for a period of the same commitment length unless the customer notifies TNT-HVAC via email of cancellation no less than 30 days prior to the end of the commitment period.
20. You may cancel your Agreement before the commitment term is fulfilled by writing to us, stating that you would like to discontinue your coverage. Upon receipt of cancellation notice, your account will be reviewed and any services and/or discounts received under the terms of this Agreement during the current commitment term will be charged to the credit card on file. No additional monthly payments will be processed.
21. By subscribing to TNT-HVAC CM Agreement, you authorize TNT-HVAC to bill you through your credit card company in accordance with this Agreement. You confirm you are the owner of the credit card or have permission of the owner to incur these charges.
22. You acknowledge and agree that TNT-HVAC in its sole discretion, may suspend, discontinue or refuse any and all current and future access to or use of any portion of the services at any time without notice to you in the event TNT-HVAC reasonably believes that you have breached this Agreement. You acknowledge and agree that TNT-HVAC shall have no liability or responsibility to you for termination in the event you breach this Agreement, and that no portion of your fees will be refunded in such case.
23. The effective date of this Agreement is the date of receipt of payment.
24. This Agreement is non-refundable, in whole or in part.

25. There will be no refunds or credits for partial service. No exceptions will be made. Upgrades will be handled on a case-by-case basis. Customer agrees to submit any disputes regarding any charge to your account in writing to TNT-HVAC within ten (10) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge.
26. If you cancel the service before the end of your contract term, no additional discount, benefits or other Agreement features will be valid.
27. The ownership of this Agreement is location-specific and transferable to a new owner within thirty (30) days of the change.
28. The rates for and in this Agreement may be adjusted annually to reflect current costs and warranty.
29. No service will be rendered under this Agreement if the customer has a past-due account with TNT-HVAC.
30. If Club membership is cancelled within 90 days of first service, then a \$100 cancellation fee will apply.

Agreement Services and Benefits Defined

31. Priority Service

As a service Agreement member, you will always receive priority for repairs over non-members, generally resulting in same day service. During high-volume periods, please help us take care of you by allowing us to schedule your repairs according to need: repairs for safety issues, repairs for medical needs, especially during extremely high or low temperatures, and repairs for no heat or no cooling will take priority.

32. Furnace Tune-Up

Check: Overall condition includes cleanliness, wiring, blower motor, flame rectification, safety limit operation, motor amps, and list of recommendations (if needed). Depending on model/type of furnace, may include additional checks, i.e., venting, condensate drain, etc.

33. Check and adjust air flow and fan control for accurate temperature rise.
34. Check and replace standard air filters.
35. Check thermostat calibration.
36. Lubricate moving parts (when necessary).
37. Check high limit and other safety controls.
38. Check for flue obstruction (when necessary).
39. Tighten all electrical connections.
40. Check belts for cracks and wear.
41. Check manifold gas pressure and combustion air openings (if necessary).
42. Check thermocouple.
43. Clean and adjust pilot, as necessary.
44. Check gas line for leaks from furnace shut-off valve to the burners.
45. Follow manufacturer's annual service guidelines.
46. A/C Tune-Up

Check: Overall condition includes cleanliness, wiring, blower motor and fan operations, and safety limit operation.

47. Check thermostat for proper operation.
48. Check/clean air filter.
49. Check condensate drain for leakage, proper insulation, plumbing components and traps intact, secondary drain in place, drains free from obstruction, drain pan free of biological growth.
50. Check evaporator coil and air flow.
51. Check fan and motor, tighten connections, check fan rotation, check blower wheel for dust/debris, check bearings for proper lubrication.
52. Check all accessible refrigerant lines for leaks, kinks, crushed sections, or restrictions.
53. Check condenser coil for dirt/debris or damage.
54. Check condenser fan motor, tighten connections, check fan rotation, check lubrication.
55. Check system for proper refrigerant charge level, superheat and sub cool diagnostic.

56. Top off refrigerant up to 0.5 lbs. (8 oz).
57. Follow manufacturer's annual service guidelines.
58. Extended Labor Warranty

The labor charge as recorded relative to service and repairs performed under the terms of this Agreement is guaranteed for a period of twelve (12) months from the date the service is performed. TNT does not guarantee other parts than those we supply. If repairs later become necessary due to other defective parts, they will be charged separately.

59. Discounted repairs

Repair services performed while this Agreement is active are provided at a discounted rate of 15% off our standard repair charges.

60. Free Diagnostic Appointment

One free diagnostic appointment may be used during a single commitment term. Diagnostic service is limited to one piece of equipment per free appointment. A discount of \$75, the standard diagnostic charge, will be applied to the total amount of charges for the service call before any other applicable discounts are applied.

61. Referral Rewards

For every customer you refer to TNT who purchases a Club Member Agreement, we will waive one monthly fee. The amount waived will be equal to the monthly rate for the referral Agreement, not to exceed your monthly fee. No more than three Referral Rewards may be claimed during each commitment term.

62. Transferable

If your home is sold during the commitment term, this Agreement may be transferred to the new homeowner upon written request to TNT-HVAC within thirty (30) days of the sale of the home. Requests made after thirty (30) days are subject to verification of equipment covered by one of our technicians, and any changes in plan costs or services included will be reflected on the new Agreement.

63. HVAC System Cleaning
64. Furnace tune-up.
65. A/C tune-up.
66. Furnace blower assembly removed and cleaned.
67. Indoor coil cleaned, blown out, and deodorized.
68. New customer provided air filter installation.
69. Condenser coil covers removed, coil cleaned and reassembled.
70. Top off refrigerant up to 0.5 lbs. (8 oz).
71. Contactor check, wire terminal check, capacitor check, fan motor amp draw check, and compressor amp draw check.
72. Loyalty Bucks

Upon each consecutive renewal of a Premium Plan Agreement, you will earn \$100 in Loyalty Bucks that can be used toward the purchase of a complete system replacement up to \$1000.

73. Loyalty Bucks accrue upon receipt of the 12th payment each consecutive year.
74. Loyalty Bucks are not divisible or redeemable for cash upon termination or expiration of the Agreement.
75. Loyalty Bucks may only be used for complete system replacement and are not eligible for use in conjunction with other discounts or offers other than manufacturer or federal rebates, where and when applicable.
76. A complete system is considered to be one heating unit and one cooling unit, purchased and installed as a single transaction.
77. A maximum of \$1000 Loyalty Bucks can be earned. Loyalty Bucks do not expire as long as you maintain your Premium Plan Agreement, but they may not be transferred and cannot accrue retroactively.
78. Battery Replacement

Once each commitment term, TNT-HVAC will replace customer provided batteries in all carbon monoxide detectors and smoke detectors in the primary residence where covered equipment is located. The service must be requested and must be performed in conjunction with another covered service, such as a furnace tune-up or HVAC system cleaning.

Exclusions & Disclaimers

79. TNT cannot cover or be held liable for the following under this or any of our Agreements:
80. Acts of nature.
81. Work performed or materials provided by individuals or companies other than TriedNTrue AC & Heat LLC. Such instances will be cause to terminate the company's obligation under this Agreement.
82. Repairs to products beyond their useful life, for cosmetic purposes, or to parts no longer available.

The services to be performed under this Agreement are not a guarantee against obsolescence, normal wear, or malfunctioning due to misuse or negligence nor shall inspections be construed as an approval or guarantee of the condition of equipment.

TriedNTrue AC & Heat LLC will repair and maintain equipment covered by this Agreement. However, this is not an insurance policy. TriedNTrue AC & Heat LLC is not an insurer and will not be held liable for any and all special or consequential property damages due to or related to equipment or failure of same, including water damage due to leaks from condensate lines, indoor coils, or water lines. Furthermore, TriedNTrue AC & Heat LLC will not be held liable for a home not continuously occupied or damages that occur during an extended period of time in which a home is vacant. Upon acceptance of this Agreement, the Customer warrants that all work areas are free of hazards (asbestos, insects, poison ivy, chemicals, mold, etc. ...) and to clear or have cleared the property of any hazards or debris that would impede or prohibit an expeditious, professional installation or repair. In the event that a hazard is discovered during the course of work, all work shall cease until the Customer has taken proper abatement of the hazard at the Customer's expense. Work will be performed unless postponed by strikes, accidents, extreme weather conditions or other delays uncontrollable by the Company.

Any disputes arising under this Agreement will be governed by the laws of the State of Mississippi. The Customer agrees to pay reasonable attorneys' fees as part of any judgment against him/her arising from the enforcement of this Agreement or the invoice.

83. If any statement or clause of this Agreement is held unenforceable, it shall not negate any other clause or statement contained herein.
84. TNT-HVAC and its agents are not qualified mold, mildew, or fungus inspectors. Under this Agreement, TNT-HVAC and its agents expressly disclaim any duty to inspect or identify or report the presence or growth of any mold, mildew, fungus, or any combination thereof, on or around any equipment covered by this Agreement.
85. TNT-HVAC and its agents will be held harmless for any damages, including special damages and consequential damages, caused by the presence or growth of mold, mildew, fungi, or any combination thereof that is due to or related to equipment or failure of equipment covered by this Agreement.
86. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, terrorism, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party. This Agreement constitutes the entire agreement between the parties regarding the use of the Services and the Agreement, and supersedes all prior or contemporaneous agreements, conditions, and understandings, whether oral or written, with respect to the Agreement and the Services. If any provision (or part thereof) of this Agreement is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration, to be invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms.
87. You agree to indemnify, hold harmless and defend TNT-HVAC, at your expense, against any and all third party claims, actions, proceedings, and suits brought against TNT-HVAC or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by TNT-HVAC or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of any term or condition of this Agreement, (ii) your use of the Service, or (iii) your unauthorized use of the TNT-HVAC Services. In such a case, TNT-HVAC will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any

claim. TNT-HVAC reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

88. TNT-HVAC has the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Service, at any time, by posting modified Terms and Conditions of the Agreement to the TNT-HVAC website located at <https://triedntrueac.com/terms> or such other URL as TNT-HVAC may provide. You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of TNT-HVAC or (ii) you continue to use the Service after TNT-HVAC has posted updates to the Agreement or to any policy governing the Service.
89. Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information, except as expressly permitted under this Agreement, and shall not disclose such Confidential Information to any third party without such other Party's prior written consent. Each Party shall take reasonable measures to prevent the disclosure and unauthorized use of Confidential Information of the other Party. The term "Confidential Information" shall mean any information disclosed by one Party to the other Party in connection with this Agreement which is disclosed in writing or orally and is identified as "Confidential" or which a Party should reasonably believe is treated as confidential by such other Party, and any other information disclosed by TNT-HVAC that relates to the Agreement. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) was developed independently by the receiving Party without any use of the Confidential Information of the other Party or by employees of the receiving Party who have no knowledge of such Confidential Information; (ii) becomes known to the receiving Party, without restriction, from a third party without breach of this Agreement or any other obligation of confidentiality; (iii) was in the public domain at the time it was disclosed or enters the public domain through no act or omission of the receiving Party; (iv) was rightfully known to the receiving Party as demonstrated by prior written records at the time of disclosure; or (v) is disclosed by agreement of the Parties or pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide prompt notice thereof to the other Party and shall use commercially reasonable efforts to obtain a protective order or otherwise prevent public disclosure of such information.