

AMERICAN CLIMATE SERVICES LLC

Service Agreement & Terms of Service

Customer Service Agreement Version

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Office Hours: Monday-Friday, 7:30 AM-4:00 PM

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1.0 Purpose and Agreement

These Service Terms and Repair Agreement (the "Agreement") establish the general terms under which American Climate Services LLC provides heating, cooling, refrigeration, ice machine, diagnostic, maintenance, repair, replacement, and related services.

By requesting service, scheduling an appointment, approving an estimate, signing a work order, authorizing work verbally or electronically, permitting work to begin, or accepting services, the Customer acknowledges and agrees to this Agreement.

This Agreement is intended to define expectations clearly and fairly. It does not replace any specific written estimate, invoice, maintenance agreement, or signed proposal, but it applies together with those documents unless a later written agreement expressly states otherwise.

2.0 Definitions

"Company" means American Climate Services LLC, including its owners, employees, agents, subcontractors, and authorized representatives.

"Customer" means the property owner, tenant, business, manager, representative, or other person or entity requesting, authorizing, or accepting services and financial responsibility for the work.

"Equipment" means HVAC systems, refrigeration systems, ice machines, components, controls, accessories, ductwork, condensate systems, refrigerant circuits, and related mechanical systems.

"Services" means inspection, diagnosis, maintenance, repair, replacement, installation, testing, adjustment, operation, consultation, or other work performed by the Company.

3.0 Authorization to Perform Work

By requesting service, scheduling an appointment, approving an estimate, signing a work order, providing verbal or electronic authorization, or otherwise directing the Company to perform services, the Customer authorizes the Company to inspect, diagnose, repair, install, replace, test, adjust, and operate equipment as reasonably necessary to complete the requested work.

The individual authorizing service represents and warrants that they are the property owner or have legal authority to approve repairs and accept financial responsibility on behalf of the property owner, tenant, business, or other responsible party.

The Customer agrees to pay all applicable charges for services, labor, diagnostic time, materials, equipment, permits when applicable, and authorized additional work performed.

If conditions are discovered during the course of work that require additional repairs beyond the original scope, the Company will make reasonable efforts to obtain Customer approval before proceeding, except where immediate action is reasonably necessary to prevent imminent equipment damage, property damage, or unsafe operating conditions.

The Customer acknowledges that diagnostic procedures may require equipment to be energized, operated, partially disassembled, temporarily bypassed for testing, or temporarily taken out of service to identify faults and verify operation.

4.0 Scope of Services

The Company is responsible only for the specific services authorized by the Customer and accepted by the Company. Unless expressly included in writing, services do not include unrelated repairs, structural work, drywall, painting, roofing, carpentry, plumbing, electrical service upgrades, pest control, environmental remediation, or other trades.

Any work outside the approved scope will be treated as additional work and may require a separate estimate or authorization.

5.0 Business Hours and Scheduling

Regular office hours are Monday through Friday, 7:30 AM to 4:00 PM, excluding federally observed holidays. Service calls that begin during regular office hours are subject to the standard diagnostic fee and applicable repair charges.

Scheduling is subject to technician availability, weather, parts availability, workload, site access, safety, and other operational conditions. Arrival windows are estimates and are not guaranteed unless expressly confirmed in writing.

6.0 Diagnostic Services

The standard diagnostic fee covers reasonable travel and up to the first thirty (30) minutes of diagnostic time. Diagnostic service is intended to identify the likely cause of the reported concern and determine recommended repair options.

An additional diagnostic charge of fifty dollars (\$50) may apply when the Customer declines to proceed with Company-provided repairs after diagnosis, when additional diagnostic time is required, or when the issue involves multiple systems, intermittent failures, concealed conditions, or work outside the initial complaint.

Diagnostic findings are based on conditions observed at the time of service. Intermittent faults, concealed failures, multiple component failures, and changing operating conditions may require additional visits or additional diagnostic time.

Ice Machines due to the complexity and time required to obtain proper diagnostics during their operation are subject to a minimum charge of \$250 which covers the first two hours of diagnostics during regular business hours. After hours or emergency service rates for Ice Machines are subject to change.

7.0 Emergency and Priority Service

Emergency or priority service includes service on federally observed holidays or service that begins outside of designated office hours and or service specifically required by the Customer to occur within three (3) hours or less, subject to availability.

Emergency or priority service is subject to a minimum service charge of two hundred dollars (\$200), plus applicable labor, materials, equipment, refrigerant, parts, taxes, and fees.

The Company may decline emergency or priority service when parts, technician availability, weather, safety, access, or other conditions make service impractical or unsafe.

8.0 Estimates and Quotations

Written estimates and quotations are valid for seven (7) calendar days from the date issued unless a different period is stated in writing.

Pricing may change after the expiration period due to volatility in material costs, equipment availability, refrigerant pricing, supplier pricing, freight charges, taxes, tariffs, regulatory changes, or market conditions.

An estimate is based on visible and known conditions at the time it is prepared. Hidden conditions, code issues, discontinued parts, special-order requirements, or additional repairs may change the final cost.

9.0 Payment Terms

Payment is due upon completion of service unless prior written payment arrangements have been approved by the Company.

Accepted payment methods may include cash, check, and major credit or debit cards. Card payments are subject to a three percent (3%) bank processing fee. Cash payments are not subject to a processing fee.

For larger repairs, special-order parts, equipment replacement, or installation work, deposits or progress payments may be required before parts are ordered or work begins.

10.0 Returned Checks, Late Balances, and Collections

Returned, dishonored, or non-sufficient funds checks are subject to a thirty-five dollar (\$35) returned check fee, plus any bank fees and additional amounts permitted by law.

Unpaid balances may be subject to collection costs, reasonable attorney fees where permitted, interest where permitted, lien rights where applicable, and other lawful remedies.

11.0 Labor Warranty

The Company provides a thirty (30) day workmanship warranty on services and work within the original scope of the completed repair. Active service contract or maintenance plan Customers receive a sixty (60) day workmanship warranty when applicable.

The labor warranty applies only to the specific labor performed by the Company for the original repair. It does not cover unrelated failures, new component failures, changed operating conditions, customer neglect, unauthorized repairs, misuse, abuse, utility issues, acts of nature, or conditions outside the original scope.

Warranty coverage is non-transferable and applies only to the Customer and service location for which the original work was performed.

12.0 Parts, Materials, and Equipment Warranty

Only parts, materials, and equipment supplied by the Company are eligible for Company warranty consideration. Company-provided materials and equipment are covered for thirty (30) days unless a longer manufacturer warranty applies. Active service contract or maintenance plan Customers may receive a sixty (60) day Company parts and materials warranty when applicable.

Manufacturer warranties remain subject to manufacturer terms, procedures, approvals, availability, and exclusions. Labor to diagnose, remove, replace, return, or reinstall manufacturer-warranty parts is not included unless expressly stated in writing or covered by an applicable Company labor warranty.

Customer-provided parts, materials, or equipment are addressed separately in Section 22.0 and are not covered by Company warranty.

13.0 Warranty Exclusions

Warranty coverage does not apply to failures or damage caused by dirty filters, restricted airflow, neglected maintenance, blocked coils, condensate drain restrictions, improper thermostat settings, customer misuse, power surges, lightning, utility interruptions, abnormal voltage, flooding, fire, storms, acts of God, rodents, insects, reptiles, animals, corrosion, chemical contamination, unauthorized repairs, tampering, vandalism, improper installation by others, manufacturer defects, recalls, discontinued parts, or equipment beyond its expected service life.

Warranty coverage does not guarantee future equipment reliability, comfort performance, humidity control, energy savings, or prevention of unrelated failures.

14.0 Callback Policy

If the Customer believes an issue is related to a prior Company repair during the applicable warranty period, the Customer should contact the Company first and provide a reasonable opportunity to inspect the issue.

If the issue is determined by the Company to be covered by the applicable warranty, the service charge and labor may be waived or adjusted. If the issue is unrelated to the original repair, outside the warranty period, or excluded from warranty coverage, standard service charges apply.

The Company may prorate or adjust charges as a courtesy, but any courtesy adjustment does not expand warranty coverage or create an ongoing obligation.

15.0 Referral Program

Customers who refer a new Customer may receive a twenty-five dollar (\$25) repair credit after the referred Customer completes a paid repair beyond the initial diagnostic service or enrolls in an eligible service or maintenance plan.

Referral credits may accumulate but have no cash value, are non-transferable, cannot be redeemed for cash or refunds, and may be applied only toward future qualifying services. The Company may modify, suspend, or discontinue the referral program at any time.

16.0 Existing Conditions

The Company is responsible only for the specific repairs authorized by the Customer. The Company is not responsible for pre-existing equipment defects, concealed damage, improper installation by others, substandard equipment, building defects, deteriorated wiring, piping, ductwork, insulation, framing, roofing, finishes, code violations, or conditions outside the approved scope of work.

Repairing one condition may reveal hidden or unrelated deficiencies. Such discoveries do not mean the Company caused the deficiency, and additional repairs may require additional charges.

17.0 Repair vs. Replacement Disclaimer

Repairing an individual component does not restore the entire system to like-new condition and does not guarantee future reliability of the system. Older equipment may experience additional failures due to age, wear, corrosion, contamination, design limitations, maintenance history, or unrelated component failure.

The Company may recommend repair when it appears safe, practical, and cost-effective, but any repair is limited to the approved scope of work.

18.0 Refrigerant, Leak Repairs, and Environmental Compliance

The Company performs refrigerant handling in accordance with applicable federal, state, and environmental regulations.

Refrigerant pricing may change without notice due to market conditions, supplier pricing, availability, regulatory changes, or phaseout conditions.

Adding refrigerant does not constitute a leak repair and does not guarantee refrigerant retention unless a specific leak repair has been authorized, performed, and completed. Repairing one refrigerant leak does not guarantee that additional leaks will not develop elsewhere in the system.

Certain refrigerants, parts, and equipment may be discontinued, restricted, unavailable, or subject to regulatory requirements beyond the Company's control.

19.0 Electrical Supply and Utility Disclaimer

The Company is not responsible for failures or damage caused by utility power interruptions, abnormal voltage, voltage imbalance, power surges, lightning, generator operation, improper electrical service, inadequate grounding, customer electrical panels, disconnects, breakers, wiring, or electrical conditions outside the equipment being serviced.

20.0 Condensate Drainage and Water Damage

Condensate drains and pans may become obstructed by algae, debris, biological growth, corrosion, installation defects, structural movement, or other conditions beyond the Company's control.

Unless damage results directly from negligent workmanship by the Company, the Company is not responsible for water damage, staining, ceiling damage, flooring damage, mold growth, mildew, or related property damage caused by existing or future condensate restrictions, drainage failures, frozen coils, overflowing pans, or secondary drain issues.

21.0 Manufacturer Defects and Equipment Limitations

The Company is not responsible for manufacturer defects, design defects, recalls, defective replacement parts, unavailable parts, discontinued equipment, factory errors, software or control limitations, or equipment that has reached or exceeded its expected service life.

Manufacturer literature, rated capacities, efficiency claims, and equipment performance are controlled by the manufacturer and may depend on installation conditions, building load, maintenance, airflow, duct design, refrigeration load, ambient temperature, and customer operation.

22.0 Customer-Supplied Parts and Equipment

Customer-supplied parts, materials, equipment, thermostats, controls, refrigerant, accessories, or other items are installed only at the Company's discretion and are not covered by any Company warranty, including labor warranty.

The Company is not responsible for compatibility, performance, missing components, incorrect parts, unsafe parts, premature failure, manufacturer support, or damage resulting from customer-provided items.

23.0 Special-Order Parts

Special-order, non-stock, custom, or supplier-ordered parts and equipment are generally non-returnable once ordered.

If the Customer cancels a repair or installation after special-order parts have been ordered and the supplier permits return, the Customer is responsible for all applicable restocking fees, return shipping, freight, cancellation charges, supplier fees, and related costs. These charges are separate from diagnostic, labor, and other costs already incurred.

24.0 Customer-Requested Limited Repairs and Declined Recommendations

If the Customer requests a limited repair, temporary repair, partial repair, or repair that differs from the Company's recommended scope, the Company is responsible only for the approved limited scope.

If the Customer declines recommended repairs, maintenance, safety corrections, replacement, cleaning, leak repair, code upgrades, or other recommendations, the Company is not responsible for future failures, reduced performance, increased operating costs, secondary damage, unsafe conditions, product loss, water damage, or other consequences related to the declined work.

25.0 Refrigeration and Food Safety

For refrigeration equipment, the Customer is solely responsible for monitoring and maintaining refrigerated spaces, product temperatures, temperature logs, alarm systems, backup plans, inventory handling, and compliance with all food safety requirements and local health department authorities.

The Company is not responsible for food spoilage, product loss, inventory damage, lost profits, loss of business, business interruption, health department violations, or regulatory penalties resulting from equipment failure, power loss, customer monitoring failures, delayed notification, or conditions outside the Company's control.

Customers should immediately implement contingency plans whenever refrigeration equipment is not operating properly.

26.0 Mold, Mildew, and Indoor Air Quality

The Company is not a licensed or certified mold inspection, mold remediation, indoor air quality, asbestos, lead, or environmental remediation company.

The Company does not test for, identify, certify, remediate, or guarantee the absence of mold, mildew, fungi, bacteria, biological growth, asbestos, lead, or other environmental contaminants. Customers with such concerns should contact a qualified environmental or remediation professional.

The Customer agrees that the Company is not liable for failing to identify, report, diagnose, or warn of suspected mold, mildew, biological growth, or indoor air quality concerns while performing HVAC or refrigeration service.

27.0 Permits, Code Compliance, and Hidden Conditions

Unless specifically included in a written estimate or proposal, permit fees, engineering, utility coordination, inspections, code-required upgrades, structural modifications, electrical upgrades, and work by other trades are excluded from the quoted price.

If hidden conditions, unsafe conditions, code deficiencies, access issues, or concealed defects are discovered, additional work or cost may be required. The Company will seek Customer approval before proceeding whenever reasonably practical.

28.0 Customer Presence, Property Access, and Site Conditions

The Customer is responsible for ensuring that an adult eighteen (18) years of age or older is available when reasonably necessary to provide property access, authorize work, approve additional repairs, review completed work, secure pets, and submit payment.

If service cannot be completed due to locked premises, inaccessible equipment, unsafe access, blocked work areas, aggressive animals, tenant restrictions, missing keys, or other customer-controlled conditions, additional trip charges, waiting time, or rescheduling fees may apply.

The Customer is responsible for removing valuables, fragile items, stored materials, vehicles, furniture, and obstructions from the work area before service begins.

29.0 Removed Parts and Equipment

Parts, components, refrigerant, and equipment removed during service may be retained by the Company unless the Customer requests return before disposal, recycling, warranty processing, or supplier return, where permitted by law.

Certain components may be retained or returned to a manufacturer or supplier for warranty evaluation, core exchange, quality control, environmental compliance, recycling, or documentation and therefore may not be available for return to the Customer.

30.0 Photo Documentation

The Company may photograph equipment, nameplates, serial numbers, work areas, installation conditions, damaged components, safety concerns, and completed repairs before, during, and after service for documentation, warranty administration, training, quality assurance, insurance, billing, and dispute resolution.

Photographs will be used for legitimate business purposes and handled in accordance with applicable law.

31.0 Right to Refuse or Discontinue Service

The Company reserves the right to refuse, postpone, or discontinue service due to unsafe working conditions, abusive or threatening behavior, illegal activity, hazardous materials, suspected environmental hazards, inaccessible equipment, aggressive animals, structural instability, unsafe electrical conditions, or circumstances that place employees, customers, equipment, or property at unreasonable risk.

32.0 Opportunity to Remedy

The Customer agrees to notify the Company of any concern relating to completed work and provide the Company a reasonable opportunity to inspect and, when appropriate, remedy the issue before hiring another contractor to perform corrective work, seeking reimbursement, or initiating legal action related to the service provided.

Failure to provide this opportunity may limit warranty coverage, reimbursement, or recovery to the extent permitted by law.

33.0 Force Majeure

The Company shall not be responsible for delay, nonperformance, or inability to perform caused by circumstances beyond its reasonable control, including severe weather, natural disasters, utility interruptions, supply-chain shortages, parts unavailability, transportation delays, labor disruptions, governmental actions, epidemics, pandemics, war, civil unrest, supplier failure, or other unforeseen events.

34.0 Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of business, loss of income, lost profits, loss of use, product loss, food spoilage, business interruption, customer claims, or property damage arising from conditions outside the Company's control.

The Company's maximum liability for any claim arising from a specific service shall not exceed the amount paid by the Customer for that specific service, except where prohibited by law.

35.0 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama, without regard to conflict-of-law principles.

36.0 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

37.0 Entire Agreement and Written Modifications

This Agreement, together with any approved estimate, proposal, work order, maintenance agreement, invoice, or written addendum issued by the Company, constitutes the complete agreement between the Customer and the Company regarding the services provided.

No verbal statement, promise, representation, or understanding by either party modifies or supersedes this Agreement unless confirmed in writing by an authorized representative of the Company.

38.0 Acceptance of Terms

By requesting service, scheduling an appointment, approving an estimate, signing a work order, authorizing repairs verbally or electronically, making payment, or permitting work to begin, the Customer acknowledges that they have read, understood, and agree to this Agreement.

39.0 Our Promise

American Climate Services LLC is committed to honest diagnostics, quality workmanship, fair pricing, and professional service. We believe in repairing equipment whenever it is safe, practical, and cost-effective to do so, while recommending replacement only when it is genuinely in the Customer's best interest.

This Agreement is intended to establish clear expectations, protect both parties, and support service relationships built on transparency and trust.