

# Home Wellness Plan Terms and Conditions

## **PRIORITY SERVICE**

As a Home Wellness Plan Member, you will be eligible for priority status for plumbing, HVAC and electrical service calls. Mend Services technicians are electronically dispatched to ensure prompt response time. To meet your needs to the best of our ability, we maintain a complete, computerized service history of your home's equipment and previous services.

## **DISCOUNTS ON REPAIRS**

Our Home Wellness Plan Members receive a 10% discount on repairs and services. Costs for repair work will be estimated and approved by the client prior to work performed. Customer must be an active Home Wellness Plan Member with account in good standing and no past-due balances owed for any services in order to receive discounts.

## **ELIGIBILITY**

An owner of a residential single-family home may be eligible. Commercial properties and multi-family properties are not eligible for Home Wellness plans. Tenants must have authorization in writing from property owner to be eligible for Home Wellness plans.

## **DURATION & RENEWAL**

Monthly Home Wellness plans shall automatically renew on a monthly basis. Annual Home Wellness plans shall automatically renew on a yearly basis. Cancellation from either party shall be provided with 45 days written notice.

## **BILLING AND PAYMENTS**

Payment shall be made via automatic draft of valid credit card on file. Customer agrees to pay the Plan fee, as well as any additional charges for services rendered outside the scope of the Plan, in accordance with the Company's standard billing practices.

## **CHANGES & TERMINATION**

Mend Services reserves the right to modify, suspend, or terminate the Plan at any time, with or without cause. Changes to pricing shall be provided to customer by Mend Services with 30 day written notice. In the event of termination, customers will be entitled to receive services at standard rates including eligible discounts until the end of their current billing cycle.

## **EARLY CANCELLATION**

If Customer cancels their subscription to the Plan before the completion of a full twelve (12) month billing cycle, Customer shall forfeit any discounts applied or received for services rendered during the subscription period. Mend Services reserves the right to recover the discounted amount from any remaining payments or to charge Customer separately for the discounted portion of services rendered via automatic charge to Customer's credit card on file.

## **WARRANTY**

Repair of the following items is specifically excluded from Mend Service's warranty: damages resulting from lack of Customer maintenance; damages resulting from modifications, repairs or replacements performed by parties other than Mend Services; damages resulting from Customer abuse, or ordinary wear and tear; damages from extreme weather conditions. If Customer, or any party other than Mend Services, modifies, replaces, or repairs any of the work performed by Mend Services, warranty for that item is voided immediately.

## LABOR

Mend Services will remedy any deficiency in the craftsmanship if it receives notice of the deficiency on or before One (1) year for repair service work, and for appliance/fixture/equipment replacement or installation work, from the date of substantial completion of the work performed. One (1) year after substantial completion of the work the Customer's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with Mend Services. No warranty is offered for the continued operation of (1) the system inspected or maintained, or (2) equipment repaired. The cost of additional work or new repairs will be quoted in advance at prevailing rates for you to accept or decline. Inspection and Preventive Maintenance work does not carry any labor warranty but does provide the assurance that potential problem areas have been examined and evaluated by a trained technician. No warranty is provided by Mend Services on any materials or equipment furnished by the Customer for installation. This includes Customer provided items purchased through Mend Service's suppliers. No warranty is provided on any existing materials that are moved and/or reinstalled by Mend Services within the dwelling (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process).

## MATERIALS

Mend Services is subject to the availability of replacement materials, will remedy any deficiency in the material it furnishes to perform the work if it receives notice of the deficiency on or before one (1) year from the date of substantial completion of the work performed. The material furnished carries only the manufacturer's warranty, if any, and MEND SERVICES neither warrants such material, nor adopts such warranty as its own.

Warranty work will be performed during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) without charge. Approval of labor and material warranty claims subject to approval of Mend Services and/or the material / equipment / product manufacturer. Work deemed not under warranty will be subject to standard pricing. The express warranties contained herein are in lieu of all other warranties, express or implied, including any warranties of merchantability, habitability, or fitness for a particular use or purpose. This limited warranty excludes consequential and incidental damages and limits the duration of implied warranties to the fullest extent permissible under state and federal law. No warranty work will be performed if the customer's account is past due. Warranty work performed does not extend the warranty period.

## LIMITATION OF OBLIGATION FOR DAMAGES

Mend Services obligation for actual damages shall be limited to the lesser of the cost to repair or to replace the equipment worked on, but in no event shall Mend Services be legally liable for more than the value of the services furnished under these invoices, stated as the invoice total. Customer's insurance shall be primary and subrogation rights shall be waived. Under no circumstances shall Mend Services be liable for any incidental, consequential or punitive damages related to or arising from the performance of the work.

## FORCE MAJEURE

Mend Services shall not be liable to the Customer for failure or delay in the performance of any of the obligations under this agreement, for the time and to the extent such failure or delay is caused by reason of acts of God or other cause beyond its reasonable control, including acts of government, riots, war, interruption of transportation, strikes or other labor trouble, shortage of labor, fire, storm, flood, earthquake, inability to obtain suitable raw materials, supplies, parts, components, fuel or power, or extraordinary price increases. The performance of obligations hereunder shall be suspended during the existence of such causes, and upon cessation of such causes, shall again be required.