

Equitable HomeWorks® Line Protection Programs Terms and Conditions

A. The following (items 1–19) apply to ALL Equitable HomeWorks® Line Protection Programs

1. The Programs are available and apply only to Customers who own and maintain lines/equipment for single-family, residential use. Lines/equipment used for multi-unit housing and commercial purposes are excluded. Reconnection of the Customer to actual service after a line is repaired or replaced is determined by the local utility.
2. The Programs cover only active lines/equipment which are in good working order at the time of the Customer's enrollment. Equitable HomeWorks reserves the right to inspect a line/equipment for this purpose within sixty (60) days of receipt of Customer's application. Customer represents he knows of no preexisting line leaks or damage/equipment issues during the last three (3) years.
3. The Programs do not cover updating, moving or replacing non-leaking lines/piping/equipment (inside or outside) required by the gas, water, or sewer company, local government, and/or changes in law, legislation or regulations. The Programs do not cover property damage due to lack of service or the cost of temporary service during the repair period.
4. The Programs do not cover line repair or replacement/equipment repair services for damage from acts of nature, including tree roots, acts of Customer or third parties, fire, flooding, subsidence, natural disasters, abuse, vandalism, or other abnormal causes. The Programs do not cover removal of items/obstacles in order to gain access the line/equipment. Equitable HomeWorks reserves the right to refuse service if the line/equipment is not safely and easily accessible for service. Customer should survey his premises before Equitable HomeWorks arrives and remove any obstacles obstructing access to the work site.
5. The Programs do not cover restoration of lawns, gardens, trees, shrubbery, walls, fences, paved or concrete surfaces, gravel, and structures. When a line is repaired or replaced, site restoration is limited to backfilling. The Programs do not cover property damage caused by heavy excavating equipment. The Programs do not include hauling away of excess debris. The Programs are not a warranty or insurance policy. All warranties are disclaimed, including the implied warranty of merchantability.
6. Customer's enrollment in the Programs is on a monthly basis and is subject to acceptance by Equitable HomeWorks under applicable laws and subject to credit approval. Program fees are billed in advance to Customers, plus any sales or other taxes that apply. The coverage period commences on the first day of the next month following the statement closing date after receipt of your payment. If a payment due has not been received in full by the closing date, Equitable HomeWorks will discontinue your participation in the Program at the end of the last prepaid month. Payments made by Customers enrolled in more than one Equitable HomeWorks' Program will be credited in the following priority: Gas Service Line Protection Program (first priority), the Gas Underground House Line Protection Program, the Gas In-House Line Protection Program, the Water Service Line Protection Program, the Line Protection Restoration Program(s), the Sewer Service Line Protection Program and the Heating/Cooling Protection Program (last priority).
7. Customer may terminate his enrollment in the Program at any time; however, no termination may occur within twelve (12) months of a covered line replacement or repair/equipment repair under the Programs. To terminate before the twelve (12) months, Customer must reimburse the cost of the line replacement or repair/equipment repair. Equitable HomeWorks will not refund any pre-payments made to the Protection Programs. If Customer moves, coverage under the Programs does not automatically transfer to the new residence nor does coverage transfer to the new owner. Equitable HomeWorks reserves the right to change or terminate Programs, or adjust the Program fees, upon sixty (60) days prior written notice.
8. Equitable HomeWorks intends to retain qualified local independent contractors to provide Program services to Customers. Line repair or replacement/equipment repair services will be performed by Equitable HomeWorks' network of service providers (Contractors) and Equitable HomeWorks will have no liability to Customer for services rendered by unauthorized third party contractors. **Customer must contact Equitable HomeWorks at 1-888-742-5427 to arrange for line repair or replacement.** Equitable HomeWorks will make an effort to accommodate Customer schedules, however, services will be dispatched based upon available times during normal business hours (8:00 am – 5:00 pm), Monday through Friday, except holidays. In no event shall Equitable HomeWorks or its contractors be liable for delays or a failure to provide service, materials and/or merchandise. The Contractor will contact the Customer within eighteen (18) hours to arrange for repair or replacement of the line/equipment.
9. If upon inspection, further service and/or materials are required, the Equitable HomeWorks' Contractor will prepare and provide in writing to Customer an estimate of costs and, upon Customer's approval, will provide the additional service work. Payment for additional services must be made payable to Contractor at, or prior to, the time of service.

10. Equitable HomeWorks reserves the right to refuse service and to refund any Customer payments, less the cost of any work already performed, if upon inspection, it is determined by Equitable HomeWorks or its Contractors, in Equitable HomeWorks' or its Contractors' sole opinion, that (a) the work site is unsafe for workers or (b) the estimated cost exceeds the Programs maximum and Customer does not want to pay the additional costs. In the event Equitable HomeWorks makes such a refusal, it will refund all money paid by Customer into the Program, less the cost of any work already performed.
11. Equitable HomeWorks and its Contractors are not responsible for removing obstacles in order to gain reasonable access to Customer's work site. Equitable HomeWorks reserves the right to refuse service if the work site is not safely and easily accessible for service. Customer should survey his premises before Equitable HomeWorks arrives and remove any obstacles obstructing access to the work site.
12. No employee, agent or representative of Equitable HomeWorks has the authority to bind Equitable HomeWorks to any oral representation or warranty concerning the site restoration services provided unless set forth in writing and signed by an officer of Equitable HomeWorks.
13. EQUITABLE HOMEWORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE.
14. EQUITABLE HOMEWORKS SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ENVIRONMENTAL OR PROPERTY DAMAGES AND IN NO EVENT SHALL EQUITABLE HOMEWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST EQUITABLE HOMEWORKS SHALL BE A REFUND OF FEES ACTUALLY PAID BY CUSTOMER TO EQUITABLE HOMEWORKS WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH LIABILITY AROSE, AND IN NO EVENT SHALL EQUITABLE HOMEWORKS' LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY EQUITABLE HOMEWORKS FROM CUSTOMER UNDER THE INSTANT CONTRACT WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH THE LIABILITY AROSE. THE LIMITATION ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY.
15. ALL CLAIMS, CAUSES OF ACTION, OR LEGAL PROCEEDINGS BROUGHT BY CUSTOMER AGAINST EQUITABLE HOMEWORKS MUST BE COMMENCED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE SERVICE OUT OF WHICH LIABILITY AROSE. FAILURE TO COMMENCE ANY SUCH CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING WITHIN SUCH PERIOD SHALL CONSTITUTE CUSTOMER'S VOLUNTARY AND KNOWING WAIVER THEREOF.
16. Any failure by Equitable HomeWorks to enforce any of the provisions of these terms and conditions will not be construed as a waiver of such provisions or Equitable HomeWorks' right to enforce each and every provision on subsequent occasions. In the event any provision(s) of these terms and conditions are found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision(s) to the extent permitted by law and, to the extent such provision(s) is not enforceable, shall enforce the remainder of the terms and conditions as if such provision(s) were not included in this contract.
17. Equitable HomeWorks reserves the right to refuse service or to refuse to honor service warranties, or to refuse to honor certificates or discounts if Customer fails to timely pay all service fees, or if Customer's account is past due for any other reason.
18. This contract shall be deemed to have been entered into and shall be governed by the internal substantive laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions.
19. These terms and conditions and the matters set forth on the face of this document, constitute the entire agreement between Customer and Equitable HomeWorks. No subsequent modifications, amendments, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Equitable HomeWorks.

The following sections are applicable to the individual Programs in which you enroll. As noted on cover sheet, receipt of these terms and conditions does not indicate enrollment in any of the Programs.

B. Gas Service Line Protection Program Terms and Conditions

1. The Gas Service Line Protection Program (Program) is available to Customers who own and maintain a gas service line to their single-family residence which has been taken out of service by the local utility in the event of a line break or leak caused by normal wear and tear. The Program only covers lines in size up to two inches (2") in diameter and having a maximum length of one hundred twenty-five feet (125'). The maximum Equitable HomeWorks will pay to repair or replace a gas service line under the Program is \$2,000.
2. The Program only covers active gas service lines spanning from the Customer's gas meter to the gas curb box and which are in good working order at the time of Customer's enrollment. The Program covers only labor and materials to repair or replace a gas service line from the Customer's meter to the gas curb box in the event of a line failure, leak or rupture due to ordinary wear and tear.
3. The Program does not cover the repair or replacement of gas lines from the meter to, or inside of, the Customer's residence, nor does it cover the movement of working pipes or lines due to recommendations of the utility. If the utility requires relocation of the gas meter, the Program does not cover the extension of the gas in-house line over four feet (4'). The Program does not cover extensions of the inside gas in-house line to gas lamps, gas grills, gas patio heaters, gas pool heaters, gas garage heaters, and gas driveway heaters.

C. Gas Underground House Line Protection Program Terms and Conditions

1. The Gas Underground House Line Protection Program (Program) is available to Customers who own and maintain a gas underground house line to their single-family residence which has been taken out of service by the local utility in the event of a line break or leak caused by normal wear and tear. The Program only covers lines in size up to two inches (2") in diameter and having a maximum length of one hundred twenty-five feet (125'). The maximum Equitable HomeWorks will pay to repair or replace a gas underground house line under the Program is \$2,000.
2. The Program only covers the active outside gas underground house line spanning from the Customer's gas meter in the yard to the foundation of the Customer's house and which are in good working order at the time of Customer's enrollment. The Program covers only labor and materials to repair or replace a gas underground house line from the Customer's gas meter to the foundation of the Customer's house in the event of a line failure, leak or rupture due to ordinary wear and tear.
3. The Program does not cover the repair or replacement of gas lines above ground from the meter to, or the inside of, the Customer's residence, nor does it cover the movement of working pipes or lines due to recommendations of the utility. The Program does not cover extensions of the inside gas in-house line to gas lamps, gas grills, gas patio heaters, gas pool heaters, gas garage heaters, and gas driveway heaters.

D. Water Service Line Protection Program Terms and Conditions

1. The Water Service Line Protection Program (Program) is available to Customers who own and maintain a water service line to their single-family residence which has been taken out of service by the local utility in the event of a line break or leak caused by normal wear and tear. The Program only covers lines in size up to one inch (1") in diameter and having a maximum length of one hundred twenty-five feet (125'). The maximum Equitable HomeWorks will pay to repair or replace a water service line under the Program is \$2,000.
2. The Program only covers active water service lines spanning from the Customer's water meter to the water curb box and which are in good working order at the time of Customer's enrollment. The Program covers only labor and materials to repair or replace a water service line from the Customer's water meter to the water curb box in the event of a line failure, leak or rupture due to ordinary wear and tear.
3. The Program does not cover the repair or replacement of water lines from the meter to, or inside of, the Customer's residence. The Program does not cover or include the repair or replacement of a leaking or non-leaking water shut off valve nor does it cover the movement of working pipes or lines due to recommendations of the utility. The Program does not cover water service lines connected to wells, cisterns, or water systems for pools, hot tubs, sprinklers and other outdoor systems, nor does it cover the repair or replacement of water lines connected to remote meter vaults or pits.
4. Customer must contact water company to report water service line leak. Once the water company has tagged the location of the water leak, Customer must contact Equitable HomeWorks at 1-888-742-5427 to arrange for confirmation, and then line repair or replacement.

E. Gas In-House Line Protection Program Terms and Conditions

1. The Gas In-House Line Protection Program (Program) is available to Customers who own and maintain a gas in-house line to their single-family residence which has been taken out of service by the local utility in the event of a line break or leak caused by normal wear and tear. The maximum Equitable HomeWorks will pay to repair or replace a gas service line under the Program is \$1,000.
2. The Program only covers active gas in-house lines spanning from the Customer's gas meter to the appliance connectors and which are in good working order at the time of Customer's enrollment. The Program covers only labor and materials to repair or replace a gas in-house line from the Customer's meter to the appliance connectors in the event of a line failure, leak or rupture due to ordinary wear and tear.
3. The Program does not cover any exterior or underground piping, it does not cover the movement of the gas meter at the time of repair or replacement, nor does it cover the repair or replacement of appliances and/or appliance connectors, including but not limited to, range connectors, automatic gas valves at the furnace, thermostats at the hot water heater, house line extensions to gas fireplace valves, gas log lighters, gas logs, gas grills, gas lamps, gas garage heaters, gas pool heaters, gas driveway heaters, nor does it cover the movement of working pipes or lines due to recommendations of the utility.

F. Sewer Service Line Protection Program Terms and Conditions

1. The Sewer Service Line Protection Program (Program) is available to Customers who own and maintain a sewer service line to their single-family residence in the event of a line break or leak caused by normal wear and tear. The Program only covers lines in size up to six inches (6") in diameter and having a maximum length of one hundred twenty-five feet (125'). The maximum Equitable HomeWorks will pay to repair or replace a sewer service line under the Program is \$7,500.
2. The Program only covers active sewer service lines spanning from the foundation of the Customer's house to the main sewer service line and which are in good working order at the time of Customer's enrollment. The Program covers only labor and materials to repair or replace a sewer service line from the Customer's house to the main sewer service line in the event of a line failure, leak or rupture due to ordinary wear and tear.
3. The Program does not cover the repair or replacement of sewer lines inside the Customer's foundation and/or inside of the Customer's residence, nor does it cover the movement of working pipes or lines due to recommendations of the utility. The Program does not cover sewer service lines connected to septic systems, leach field/beds, sand mounds or pumping stations, or any sewer lines not connected to a public sewer system. The Program does not cover repair or replacement due to dye and/or smoke test failure. The Program does not cover property damage due to back-up of sewer and/or drains.

G. Heating/Cooling Protection Program Terms and Conditions

1. The Heating/Cooling Protection Program (Program) is available to Customers who own and maintain heating/cooling equipment for their single-family residence. Each Program enrollment covers one (1) natural gas-fueled heating unit (e.g., a natural gas furnace or hot water boiler) and one (1) electric-powered central cooling unit (e.g., an electric air conditioner). For Customer houses that have more than one heating and/or cooling system, Customer acknowledges and agrees that the purchase of a single HomeWorks' Heating/Cooling Protection Program shall cover only the primary heating system and/or cooling system. An additional HomeWorks' Heating/Cooling Protection Program agreement may be purchased by Customer for each additional unit. Multi-unit systems and equipment used for multi-unit housing, mobile homes, and commercial purposes are excluded. The maximum Equitable HomeWorks will pay to repair or replace equipment covered under the Program is \$500 annually and shall not be liable to Customer for any repair or replacement of equipment in excess of such maximum amount.
2. The Program covers only parts in the Coverage Chart (below). Parts not shown in the coverage chart and related labor are not covered. Exclusions include, but are not limited to, heat exchangers, compressors, refrigerant leaks, humidifiers, air cleaners and heat pumps. This Program covers most residential equipment regardless of manufacturer, make, model or age provided that Equitable HomeWorks and/or its contractors are able to obtain replacement parts for the unit(s). Equitable HomeWorks and its approved contractors shall not be responsible for services provided and parts installed by third parties unless such services were provided and parts were installed in accordance with the manufacturers' specifications and all applicable laws, codes, rules and regulations. Replacement parts will be selected at the sole discretion of Equitable HomeWorks and its contractors. Equitable HomeWorks reserves the right to make any final decisions regarding the scope and interpretation of the Program.
3. All covered equipment must be installed in accordance with the manufacturers' specifications and all applicable laws, codes, rules and regulations. The Program does not cover any unit that required repair prior to Customer's

enrollment in the Program. Equitable HomeWorks reserves the right to inspect each unit up to sixty (60) days of receipt of Customer's application and to reject such application if the equipment to be covered is not functioning properly.

4. If the furnace part(s) fail as a result of Customer using the air conditioner, the repairs for such failure will only be covered by Equitable HomeWorks if Customer is enrolled in either the Cooling Protection Program or the Heating/Cooling Protection Program. The working parts of the furnace will not be covered if Customer only has coverage under the Heating Protection Program.

Equitable HomeWorks® Heating/Cooling Protection Program Coverage Chart

Covered Parts Air Conditioners	Covered Parts Furnaces/Boilers	Covered Parts Furnaces Only	Covered Parts Boilers Only
Belts	Circuit Board	Belts	Aquastat
Blower Motor	Flue Connector Box	Blower Shaft & Bearings	Circulator
Blower Shaft	Fuses	Blower Motor	Coupler
Blower Wheel	Gas Valve	Blower Wheel	Gas Regulator
Capacitor	Igniter	Fan Control	Low Water Cut-Off
Circuit Board	Induced Draft Fan Motor	Pulleys	Pressure Gauge
Condenser Cleaning	Limit Control		Relief Valve
Condenser Fan Motor	Main Burner		Sight Glass
Contactactor	Manifold		
External Circuit Board	Pilot Burner		
Fan Blade	Pressure Control		
Fan Control	Regulator		
Fuse	Relay		
Hard Start Kit	Sensors		
Heater Element	Thermocouple		
Pulleys	Thermostat (Standard)		
Relay	Transformer		
Schraeder Caps Schraeder Valves	Vent		
Thermostat (Standard)			
Time Delay Relay/Timer			
Transformer			

Equitable HomeWorks® Line Protection Restoration Program Terms and Conditions

H. The following (items 1–18) only apply to the Equitable HomeWorks® Line Protection Restoration Program

1. This Line Protection Restoration Program (Program) is available only to customers who are currently/actively enrolled in Equitable HomeWorks Gas Service Line Protection Program and/or Water Service Line Protection Program (the “LP Programs”).
2. This Program covers only the labor and materials for site restoration after a service line repair has been performed under one or more of the LP Programs and is limited to:
 - Grass Restoration:** This Program will cover the restoration of the existing grass or mulch bed located over the area disturbed by any excavation made in conjunction with an LP Program and will include tamping, adding topsoil and either, in Equitable HomeWorks’ sole discretion, (i) reseeding and covering the reseeded area with straw or (ii) laying sod.
 - Concrete or Asphalt Restoration:** This Program will cover the repair or replacement of existing concrete or patching of asphalt for items such as driveway sections, sidewalk pads, curbs or walkways that were disturbed by any excavation made in conjunction with a LP Program.
3. Equitable HomeWorks’ obligation under the Program shall be limited to one thousand dollars (\$1,000) per restoration. If Equitable HomeWorks determines that the cost of a restoration under the Program will exceed one thousand dollars (\$1,000), the customer will be allowed to choose where to allocate his/her entire restoration allowance. (e.g., the entire \$1,000 allowance may be applied to concrete replacement in lieu of grass restoration). Customers choosing to allocate their full allowance to a particular segment of a site restoration project will be required to sign documentation to that effect.
4. All concrete and asphalt work will be performed to the highest of standards for preparation and finishing to prevent cracking, sinking and deterioration under normal conditions. All work will be completed in accordance with all applicable laws, codes, rules and regulations. Equitable HomeWorks is not responsible for cracks in the concrete resulting from freezing, thawing, settling of ground or for damage or deterioration of concrete surfaces which have been subjected to ice thawing materials such as salt. Asphalt patches are not guaranteed. If Equitable HomeWorks performed the original backfill, tamp and reseeding work over the gas or water service line excavation and there is settling that requires more topsoil, tamping and reseeding during the next six (6) months from the original service date, Equitable HomeWorks will take corrective measures such as adding more topsoil/fill, tamping and reseeding. The decision to replace unresponsive grass will be made by Equitable HomeWorks on a case-by-case basis. Grass that dies within the first thirty (30) days of planting will be replaced unless it died as a result of improper care by the Customer, drought, freezing, flooding, fire, abuse, vandalism, subsidence, natural disasters, other acts of nature, or other abnormal causes. Services do not cover any inspections and all concrete/asphalt site restoration work is provided to the customer “AS IS” with no warranty of any kind. This Program does not cover site restoration required as a result of acts of nature, acts of Customer or third parties, drought, freezing, fire, flooding, subsidence, natural disasters, abuse, vandalism, or other abnormal causes.
5. Customer’s enrollment in the Program is on a monthly basis and is subject to acceptance by Equitable HomeWorks under applicable laws and subject to credit approval. Program fees are billed in advance to Customers, plus any sales or other taxes that apply. The coverage period commences on the first day of the next month following the statement closing date after receipt of your payment. If a payment due has not been received in full by the closing date, Equitable HomeWorks will discontinue your participation in the Program at the end of the last prepaid month. Payments made by Customers enrolled in more than one Equitable HomeWorks’ program will be credited in the following priority: Gas Service Line Protection Program (first priority), the Gas Underground House Line Protection Program, the Gas In-House Line Protection Program, the Water Service Line Protection Program, the Line Protection Restoration Program, the Sewer Service Line Program, and the Heating/Cooling Protection Program (last priority).
6. Customer may terminate his/her enrollment in the Program at any time; however, no termination may occur within 12 months of a covered site restoration or repair under the Program. To terminate before the 12 months, Customer must reimburse the cost of the site restoration. Equitable HomeWorks will not refund any pre-payments made to the Line Protection Restoration Program. Equitable HomeWorks reserves the right to change or terminate Program, or adjust the Program fees, upon sixty (60) days prior written notice.
7. Site restoration services will be performed by Equitable HomeWorks’ network of service providers. Equitable HomeWorks will make an effort to accommodate Customer schedules, however, services will be dispatched based upon available times during normal business hours (8:00 am – 5:00 pm), Monday through Friday, except holidays. In no event shall Equitable HomeWorks or its contractors be liable for delays or a failure to provide service, materials and/or merchandise. Equitable HomeWorks will contact Customer within ten (10) days of the completed line repair to arrange for the site restoration work.

8. If upon inspection, further service and/or materials are desired or required, Equitable HomeWorks' Contractor will prepare and provide in writing to Customer an estimate of costs and, upon Customer's approval, will provide the additional service work and bill Customer for such labor and/or materials. Payment for additional services must be made payable to Contractor at, or prior to, the time of service.
9. Equitable HomeWorks reserves the right to refuse service and to refund any Customer payments, less the cost of any work already performed, if upon inspection, it is determined by Equitable HomeWorks or its Contractors, in Equitable HomeWorks' or its Contractors' sole opinion, that (a) the work site is unsafe for workers or (b) the estimated cost exceeds the Program maximum of \$1,000 and Customer does not want to pay the additional costs or (c) the existing Landscape-Asphalt-Concrete materials are in such poor condition that service would be ineffective or unsatisfactory. In the event Equitable HomeWorks makes such a refusal, it will refund all money paid by Customer into the Program less the cost of any work already performed.
10. Equitable HomeWorks and its Contractors are not responsible for removing obstacles in order to gain reasonable access to Customer's work site. Equitable HomeWorks reserves the right to refuse service if the work site is not safely and easily accessible for service. Customer should survey its premises before Equitable HomeWorks arrives and remove any obstacles obstructing access to the work site.
11. No employee, agent or representative of Equitable HomeWorks has the authority to bind Equitable HomeWorks to any oral representation or warranty concerning the site restoration services provided unless set forth in writing and signed by an officer of Equitable HomeWorks.
12. EQUITABLE HOMEWORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE.
13. EQUITABLE HOMEWORKS SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ENVIRONMENTAL OR PROPERTY DAMAGES AND IN NO EVENT SHALL EQUITABLE HOMEWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST EQUITABLE HOMEWORKS SHALL BE A REFUND OF FEES ACTUALLY PAID BY CUSTOMER TO EQUITABLE HOMEWORKS WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH LIABILITY AROSE, AND IN NO EVENT SHALL EQUITABLE HOMEWORKS' LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY EQUITABLE HOMEWORKS FROM CUSTOMER UNDER THE INSTANT CONTRACT WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH THE LIABILITY AROSE. THE LIMITATION ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY.
14. ALL CLAIMS, CAUSES OF ACTION, OR LEGAL PROCEEDINGS BROUGHT BY CUSTOMER AGAINST EQUITABLE HOMEWORKS MUST BE COMMENCED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE SERVICE OUT OF WHICH LIABILITY AROSE. FAILURE TO COMMENCE ANY SUCH CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING WITHIN SUCH PERIOD SHALL CONSTITUTE CUSTOMER'S VOLUNTARY AND KNOWING WAIVER THEREOF.
15. Any failure by Equitable HomeWorks to enforce any of the provisions of these terms and conditions will not be construed as a waiver of such provisions or Equitable HomeWorks' right to enforce each and every provision on subsequent occasions. In the event any provision(s) of these terms and conditions are found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision(s) to the extent permitted by law and, to the extent such provision(s) is not enforceable, shall enforce the remainder of the terms and conditions as if such provision(s) were not included in this contract.
16. Equitable HomeWorks reserves the right to refuse service or to refuse to honor service warranties, or to refuse to honor certificates or discounts if Customer fails to timely pay all service fees, or if Customer's account is past due for any other reason.
17. This contract shall be deemed to have been entered into and shall be governed by the internal substantive laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions.
18. These terms and conditions and the matters set forth on the face of this document, constitute the entire agreement between Customer and Equitable HomeWorks. No subsequent modifications, amendments, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Equitable HomeWorks.