

**Equitable HomeWorks' Heating and Cooling Protection Program**  
**Equitable HomeWorks' Heating and Cooling Protection Program PLUS**  
**Terms and Conditions**

1. Equitable HomeWorks' Heating and Cooling Protection Program (Program) applies only to equipment that is owned and maintained by Customer for single-family, residential use. Each Program enrollment covers one (1) natural gas-fueled heating unit (e.g., a natural gas furnace or hot water boiler, as the case may be) and one (1) electric-powered central cooling unit (e.g., an electric air conditioner). For Customer homes that have more than one heating and/or cooling system, Customer acknowledges and agrees that the purchase of a single HomeWorks' Heating and Cooling Protection Program or HomeWorks' Heating and Cooling Protection Program PLUS shall cover only the primary heating system and/or cooling system. An additional HomeWorks' Heating and 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. Customer acknowledges and agrees that Equitable HomeWorks will repair or replace equipment covered under a respective Program agreement up to a maximum cost of five hundred dollars (\$500) annually and shall not be liable to Customer for any repair or replacement of equipment in excess of such maximum amount.
2. 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 requires repair prior to Customer's enrollment in the Program. Equitable HomeWorks reserves the right to inspect each unit up to sixty (60) days following the submission of Customer's application and to reject such application if the equipment to be covered is not functioning properly.
3. Customer agrees that Equitable HomeWorks' service technicians will perform all service work related to the Program and that Equitable HomeWorks will have no liability to Customer for services rendered by unauthorized third party contractors.
4. Equitable HomeWorks reserves the right to refuse service and refund any Customer payments, less any amount used for prior repairs, if, upon inspection, it is determined by Equitable HomeWorks or its contractors, in Equitable HomeWorks' or its contractors' sole opinion, that (a) the equipment or work site is unsafe for workers or (b) the estimated cost of repairing the unit(s) exceeds five hundred dollars (\$500).
  - A. If Customer is enrolled in only the furnace/boiler component of the Program and Equitable HomeWorks (or its contractor) estimates that the cost of repairing the Customer's furnace/boiler exceeds five hundred dollars (\$500), Equitable HomeWorks, in its sole discretion, reserves the right not to repair the equipment, in which case the Customer may apply its aggregate payments made under the Program, up to five hundred dollars (\$500), towards the purchase of a new furnace or boiler, provided that such unit is purchased through Equitable HomeWorks.
  - B. If Customer is enrolled in the furnace/boiler and air conditioner component of the Program and Equitable HomeWorks (or its contractor) estimates that the cost of repairing the Customer's furnace/boiler or air conditioner exceeds five hundred dollars (\$500), Equitable HomeWorks, in its sole discretion, reserves the right not to repair the equipment, in which case the Customer may apply its aggregate payments made under the Program, up to eight hundred dollars (\$800), towards the purchase of a new furnace/boiler or air conditioner, provided that such unit is purchased through Equitable HomeWorks.

In the event that Customer purchases either a new furnace/boiler or a new air conditioner from Equitable HomeWorks under either of the two aforementioned provisions, Customer's account balance will immediately revert to zero dollars (\$0) for the purpose of calculating any future Program credits.

In order to obtain their aggregate payment from Equitable HomeWorks, Customer's account must be in good standing and all past payments must have been made in a timely manner.

5. If furnace part(s) fail as a result of Customer using the furnace in conjunction with the air conditioner, the repairs for such failure will only be covered by Equitable HomeWorks if Customer is enrolled in either the A/C Only Coverage or the Furnace/A/C Coverage, as the case may be. The working parts of the furnace will not be covered if Customer only has coverage under the Furnace Only Coverage Plan.
6. If Customer is enrolled in the HomeWorks' Heating and Cooling Protection Program PLUS, the term of Customer enrollment shall not be processed and effective until the Furnace Clean & Check and Air Conditioner Tune-Up have been completed by Equitable HomeWorks.
7. If Customer is enrolled in the HomeWorks' Heating and Cooling Protection Program PLUS, the Furnace Clean & Check and Air Conditioner Tune-Up will be completed by Equitable HomeWorks prior to the expiration of the yearly maintenance agreement.
8. Equitable HomeWorks and its contractors are not responsible for removing obstacles in order to gain reasonable access to the equipment. Equitable HomeWorks reserves the right to refuse service if the equipment is not safely and easily accessible for service.
9. 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). In the event Equitable HomeWorks and/or its contractors are unable to obtain replacement parts for the unit(s) then Customer may apply its aggregate payments made under the Program, less any amount used for prior repairs, towards the purchase of a new unit, provided that such unit is purchased through Equitable HomeWorks. 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. 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. Any Customer payment for parts and labor not covered under the Program must be made payable to Equitable HomeWorks and remitted directly to the contractor. 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.
10. Customer's enrollment in the Program is on a month-to-month basis and is subject to credit approval and acceptance by Equitable HomeWorks in accordance with all applicable laws. Program fees are billed in advance to Customers, plus any sales or other taxes that apply. The coverage period commences thirty (30) days after Equitable HomeWorks has received payment. The annual Furnace Clean & Check or Air Conditioner Tune-Up will also be scheduled upon Equitable HomeWorks receiving the first payment for Customers in the PLUS Program. 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 In-

House Line Protection Program, the Water Service Line Protection Program, the Underground House Line Protection Program, the Gas Service Line Protection Restoration Program, the Water Service Line Protection Restoration Program, the Underground House Line Protection Restoration Program, the Sewer Service Line Protection Program, the Heating and Cooling Protection Program, the Home Plumbing Protection Program, and the Electricgard Power Protection Program (last priority).

11. Customer may terminate his/her enrollment in the Program at any time; however, no termination may occur within twelve (12) months of a repair or any preventative maintenance completed under the Program. To terminate before the twelve (12) months, Customer must reimburse the cost of the repair or any preventative maintenance completed. Equitable HomeWorks will not refund any pre-payments made under the Program. Equitable HomeWorks reserves the right to change or terminate Program, or adjust the Program fees, upon sixty (60) days prior written notice.
12. Limitation of Liability: Equitable HomeWorks' liability to Customer is limited to the cost of repairing Customer's furnace/boiler, and/or central air conditioner. Equitable HomeWorks shall have no other liability for any environmental, property, direct, indirect, special, incidental, consequential, or other damages. In no event shall Equitable HomeWorks be liable for any failure or delay in providing services due to acts of nature, compliance with laws, actions of third parties, labor strikes, unavailability of parts, or other causes beyond Equitable HomeWorks' control.
13. Upon receipt of Customer's payment, the Customer represents that to the best of his/her knowledge, equipment to be covered is functioning properly.
14. 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.
15. 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.
16. 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 ROSE. FAILURE TO COMMENCE ANY SUCH CLAIM, CAUSE OR ACTION OR LEGAL PROCEEDING WITHIN SUCH PERIOD SHALL CONSTITUTE CUSTOMER'S VOLUNTARY AND KNOWING WAIVER THEREOF.

17. Any failure by Equitable HomeWorks to enforce any of the provisions 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 the contract.
18. 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.
19. 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 law provisions.
20. 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.