

Cancellation, refund, or transfer of services. Any request to cancel, refund or transfer unused services due under this agreement must be submitted in writing to Snellville Heating & Air, ("SHA") P.O. Box 347, Loganville, GA 30052. The decision as to granting or denying any such request will be solely within the discretion of Snellville Heating & Air. Administration fees may apply.

Scheduling of Services. SHA will contact Customer to schedule services and will make a minimum of (3) attempts to schedule at the convenience of the Customer during SHA's normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.)

Warranty. Any and all labor and materials provided by SHA under this Plan shall be free from defects in both manufacture and installation for a period of (1) year from the date provided. Any and all implied warranties, including merchantability or fitness for a particular purpose, shall not extend beyond said one-year period are hereby fully disclaimed.

Damage. The liability of SHA for any damage to Owner's property resulting from labor and/or materials and/or services provided under this Plan shall be limited solely to the cost of repairing said damages. SHA shall not be liable to Owner for any consequential or incidental damages of any sort including, without limitation, loss of business, loss of use, attorney's fees, or business interruption.

Other work. This Plan provides for service and maintenance only and, unless otherwise specified herein, the cost of repair work and/or replacement items will be billed to Owner separately, subject to any discounts provided under this Plan. Payment therefore shall be due at time of service.

Payment. For any outstanding amounts owed to SHA under this Agreement, interest shall accrue at the rate of 1% per month (12% per annum). Furthermore, Owner shall be responsible to SHA for any and all collection costs incurred by SHA, including attorney's fees (regardless of whether a lawsuit is actually filed),

Changes. This Agreement may not be waived, modified, or amended in any manner except by written instrument signed by both parties, and then only to the extent set forth in such written instrument.

Law / Venue. This Agreement shall be governed by and considered, interpreted and enforced in accordance with the laws of the State of Georgia, without reference to any choice or conflict of law provisions which would operate to make the internal laws of any other jurisdiction applicable. Any action arising from or relating to this Agreement shall have its exclusive venue in Walton County, Georgia and nowhere else.