CHRISTIANSEN HEATING & SHEET METAL, INC. LIFETIME LIMITED WORKMANSHIP WARRANTY

This Lifetime Limited Workmanship Warranty ("Warranty") is provided by Christiansen Heating & Sheet Metal, Inc. ("Contractor") to the original purchaser ("Customer") of HVAC installation services performed by Contractor. Contractor takes pride in the quality of its workmanship and offers this Warranty as a commitment to stand behind its work. Contractor agrees to perform all work in a professional manner using high quality materials and supplies, and in conformance with all applicable professional standards and codes. Contractor warrants that all workmanship directly performed by Contractor in connection with the installation of the HVAC system will be free from defects for as long as the Customer owns and occupies the property where the system was installed.

If a covered defect in workmanship arises, Customer shall promptly notify Contractor after discovery of the labor defect. Contractor will then schedule an appointment to inspect the system and labor warranty claim within a reasonable time after having received the claim. If after inspection, Contractor determines that a valid claim exists under this workmanship Warranty, Contractor, at its sole discretion, will either reperform the workmanship, or refund the price of the failing Contractor service, at Contractor's option. If Contractor elects to replace any or all product(s), and if such product(s) as originally installed are no longer available, Contractor shall have the right to substitute product(s) designated by Contractor to be of equal quality. No warranties are valid unless and until the Customer has fulfilled its payment obligations under its agreements with Contractor.

The Warranty applies only to labor and workmanship performed by Contractor. This Warranty **does not** cover parts, equipment, systems, or materials, which are covered exclusively under the manufacturer's warranties. Contractor makes no representations or guarantees regarding the terms, conditions or applicability of any manufacturer warranties.

This Warranty **does not** cover filters, belts, refrigerant, lubricants, or other consumable/routine maintenance items, failures or defects caused by improper use, neglect, abuse, or failure to perform routine maintenance, unauthorized alterations or repairs by anyone other than Contractor, acts of God, weather events, flooding, fire, power surges, or other circumstances beyond Contractor's reasonable control; performance issues not directly related to workmanship, including system design, sizing, or capacity limitations, changes in property conditions (settling, moisture, structural issues), ductwork not installed by Contractor, preexisting conditions, or code changes after installation.

To maintain this Warranty, the Customer must: Operate the system in accordance with manufacturer guidelines; Perform or arrange regular maintenance consistent with manufacturer recommendations; Provide written notice to Contractor of any suspected workmanship defect within **30 days** of discovery; Allow Contractor reasonable access to the property during normal business hours to inspect, diagnose, and correct any reported issue.

Contractor's liability under this Warranty is strictly limited to the correction of workmanship defects. Contractor shall **not** be liable for incidental, consequential, special, indirect, or punitive damages, including, but not limited to, property damage, loss of use, personal inconvenience, lost profits, or utility costs. **No other express or implied warranties, including warranties of merchantability or fitness for a particular purpose, are provided**.

EXCEPT FOR THE WARRANTY PROVIDED HEREIN CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WARRANTY NONINFRINGEMENT. WITHOUT LIMITATION, ANY OF MERCHANTABILITY. OR FITNESS FOR PARTICULAR PURPOSE. CONTRACTOR'S LIABILITY TO BUYER UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY CONTRACTOR FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE CUSTOMER.

This Warranty remains in effect for the lifetime of the original Customer's ownership and occupancy of the property where the workmanship was performed. This Warranty is **not transferable** and terminates automatically upon the sale, lease, or transfer of the property, or if the Customer ceases to occupy the property as a primary residence.

The Warranty of Contractor workmanship is the only express warranty provided by Contractor. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Contractor any obligation, liability, or responsibility in place of or in addition to these warranties.

In the event of any dispute, claim, or controversy arising out of or relating to this workmanship Warranty, including but not limited to the performance, breach, or interpretation of this Warranty, the parties agree to resolve such disputes exclusively through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) in effect at the time the claim is filed. The arbitration shall take place in Kenosha County, Wisconsin and the decision of the arbitrator(s) shall be final and binding on all parties. Each party shall bear its own costs and attorney's fees, except as otherwise provided by law or the arbitrator's decision. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

Date: 13007 25

Christiansen Heating & Sheet Metal

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