

Pritchard's ClimateCare Rental Agreement

Coverage Period and Renewal

This agreement remains in effect for a 12 month period, it will renew automatically. Pritchard's ClimateCare may change the price of the agreement and other terms and conditions of agreement coverage by giving you notice of renewal of the changes at least 30 days prior to the anniversary date. If you do not wish to renew your agreement or are not in agreement with the changes, you will have the right to cancel your agreement by providing us written notice up to 10 days after the anniversary date. Your notice must include your name, address, telephone number, and clear direction to cancel. If you cancel prior to the anniversary date of your agreement, or if we cancel your agreement because the payment is overdue by more than 30 days any payments owing on the annual premium become due. Pritchard's ClimateCare reserves the right not to offer an agreement to any customer or not to renew an agreement for any customer. A customer who is moving may transfer an agreement to the new home owners.

Qualifying Equipment

Only approved residential equipment installed in a residential home qualifies for "We Care" agreements. We reserve the right to decline any equipment that does not meet our requirements.

Repairs recommended during a Precision Tune up

Any repairs recommended by Pritchard's ClimateCare during a Precision Tune up must be completed at that time. The cost of these repairs will be quoted to and authorized by customer prior to any of these repairs being initiated. In the case of a Precision Tune up, a "We Care" maintenance, a "We Care" Protection, or a "We Care" Protection Plus the customer will be responsible for the cost of the repairs. If a customer is unwilling or unable to authorize said recommended repairs, then any equipment failures that occur as a result of said repairs not being done would not be covered by the benefits of the agreements. i.e. parts and labour warranty, discounted diagnostics, discounted repair rates or no after hours premiums. If a customer is getting a discounted Precision Tune up in order to qualify their equipment (as part of their initial application for a "We Care" Maintenance agreement or a "We Care" Protection Plus agreement or a "We Care" Protection agreement) and the customer is unwilling or unable to authorize the recommended repairs then their equipment would no longer qualify for the "We Care" agreement and the full regular charge would apply for the Precision Tune up.

Precision Tune up

A Precision Tune up is on a single piece of equipment and includes a systematic and thorough inspection of the equipment to determine that it is working safely, reliably, and efficiently. It does not include cleaning of the heat exchanger. It is paid for by the customer when the equipment inspection is completed. The only benefit included with the Precision Tune up is a 90 day diagnostic warranty e.i. If the piece of equipment should fail within the 90 day period following the Precision Tune up then Pritchard's ClimateCare would return and diagnose the problem at no charge to the customer. All repairs required would be quoted and charged at the regular or overtime rates.

“We Care” Maintenance agreement

This agreement would include a Free Precision Tune up for each piece of equipment covered. Each piece of equipment would then be covered by an individual 90 day diagnostic warranty based on when the individual Precision Tune up was done on any one particular piece of equipment. In addition to the above, all the pieces of equipment covered by the agreement would receive: priority scheduling on a request for service, no after hours premiums for diagnostic (if it were outside the 90 day diagnostic warranty), a 15% discount off the regular daytime rate for any required repairs regardless of when the repairs were required.

“We Care” Protection Plus agreement

This agreement provides all of the coverage of the above agreement except that all of equipment covered by a “We Care” Protection Plus agreement would not incur a diagnostic charge and no repair charges subject to the terms of this agreement. This agreement applies to the covered equipment as shipped from the manufacturer(with the exception of heat exchangers and compressors). For parts that would normally be covered under a manufacturer equipment part warranty. External parts such as venting, thermostats, electrical supply, drains, hoses, pumps, pressure relief, external power venter, dampers or any portion of piping or duct work, plugged filters or lack of air flow. We do not cover repairs required as a consequence of faulty installation, abuse, unauthorized alteration or improper operation, open circuit breakers or damages due to inadequacy or interruption of electrical service or fuel supply. We do not cover any loss, damage, repairs or maintenance as a result of water, hail, theft, earthquake, riot, winds, fires, lightening, accidents, corrosive atmosphere or other conditions beyond our control, expenses incurred due to the inaccessibility of the equipment or the equipment had been tampered with or altered in anyway contrary to the manufacturer's operation guidelines. In no event shall we the dealer be liable for special incidental or consequential damages or losses of any nature whatsoever resulting from the operation or non operation of the covered unit, or any delays resulting from the availability of repair parts, or the requirement of temporary heat. Under no condition will the plan allow for the complete replacement of any equipment.

“We Care” Protection agreement

This agreement includes only the parts/labour warranty benefits of the above agreement except that there is a maximum annual cap for \$800 for diagnostic and repair charges combined. This annual cap is calculated by totalling the amount that we would have charged if there were no coverage. If the total is less than the annual cap we would hold the balance in reserve to apply against a future repair. If the total were to exceed the cap then the customer would be required to pay the difference. The annual cap renews when the agreement renews. This plan is available after a Precision Tune up is completed and all repairs that were found at that time completed.

Limits of Liability

Pritchard's ClimateCare accepts no liability for consequential damage. Component repair/replacement is at the sole discretion of Pritchard's ClimateCare. If we are unable to repair your equipment for any reason (such as, but not limited to, lack of availability of parts) then our sole obligation is to terminate the agreement.