



RETAIL SALES AGREEMENT

307 COMMERCE CENTER DR ST. CLOUD FL 34769
PH# 407-870-7755 FAX# 407-593-6910
LIC# CAC058130 OR CAC1818230
WWW.FRANKSAC.COM

| | | | |
|--|--|-------------------------------------|--|
| JOB INFO | | CUSTOMER NAME Gerhard van der Snel | |
| | | CUSTOMER JOB ADDRESS 7360 Five Oaks | |
| | | PHONE NUMBER 407-301-2235 | |
| | | TRANSACTION DATE 8/24/2016 | |
| | | SALESMAN Justin | |
| EQUIPMENT OPTIONS | OPTION NUMBER | 1 | |
| | OPTION WANTED INTIAL | | |
| | TONS | 3 ton | |
| | MANUFACTURER | BARD | |
| | SEER | 14 | |
| | CONDNER | W36A-A00 | |
| | COIL/AHU | 0 | |
| | HEATER/FURNACE/ADDITIONAL AIR HANDLER | 10kw | |
| | TSTAT | 803 | |
| | AIR CLEAN | In unit | |
| | SYSTEM TYPE | Wall mount | |
| REGISTERED CONDENSER WARRANTY PARTS/COMP/COIL | | 5 | |
| | REGISTERED AIR HANDLER WARRANTY PARTS/COIL | 5 | |
| | REGISTERED THERMOSTAT WARRANTY | 5 | |
| | NON FACTORY PARTS | 1 | |
| | BARD LABOR WARRANTY | 1 | |
| UTILITY AND TAX REBATES MUST BE APPROVED AND CAN CHANGE WITHOUT NOTICE | RETAIL COST | \$6,200 | |
| | INSTANT REBATES / DISCOUNTS | \$310 | |
| | TOAL DUE AT INSTALL | \$5,890 | |
| | | | |

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|--|------------------------------|----------|--------------------|----------|
| INSTALL ITEMS REQUIRED TO PROPERLY INSTALL YOUR SYSTEM | NEW REFRIGERANT LINES | INCLUDED | USE EXISTING LINES | NO |
| | NEW DRAIN LINE | INCLUDED | REUSE DRAIN LINE | NO |
| | AUX DRAIN PAN | NO | CONDENSATE PUMP | NO |
| | TIE ONTO EXISTING HIGH VOLTS | INCLUDED | OUTSIDE DISCONNECT | INCLUDED |
| | TIE ONTO EXISTING LOW VOLTS | INCLUDED | INSIDE DISCONNECT | NO |
| | RESIZE BREAKERS | INCLUDED | NEW SUPPLY VOLTAGE | NO |
| | REMOVE OLD EQUIPMENT | INCLUDED | LINESET COVER | NO |
| | EQUIPMENT PAD | NO | STAND/PLATFORM | NO |
| | CLEAN WORK AREA | INCLUDED | ATTIC INSULATION | NO |

IF NO NEW REFRIGERANT LINES SEE LINE 8 IN TERMS AND CONDITIONS ***

MORE OPTIONS THAT ARE INCLUDED IN PRICE

| | |
|--|--|
| NEW EQUIPMENT/ NEW THERMOSTAT/ RESIZE BREAKERS AS NEEDED/ PERMIT | |
| 0 | |
| 0 | |
| OPTIONS NOT INCLUDED | |
| | |
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| | |
| | |

BY SIGNING BELOW I AGREE TO TERMS AND CONDITIONS LISTED ON BOTH PAGES

ANY DEFERRED REBATES ARE SUBJECT TO APPROVAL BY SAID ENTITY AND MAY CHANGE WITHOUT NOTICE.

| | | | |
|--|---|---------------------|--|
| SIGNATURE | <div></div> | INSTALL DATE | |
| | | INSPECTION DATE | |
| PAYMENT TERMS | 100% DUE ON DAY OF INSTALLATION. PLEASE SEE ITEM 14 & 15. | CASH OR CHECK | |
| | | CREDIT CARD | |
| Thank you for choosing us and we appreciate your business. | | FINANCE PLAN NUMBER | |

TERMS AND CONDITIONS

1. I have authority to order the work as outlined above and agree to pay a service charge of 18% APR on the unpaid balance beyond terms stated. I also agree to pay all court costs and attorney's fees incurred pre-suit, as a result of a lawsuit, arbitration or appellate proceeding, and any post-judgment collection fees and costs."
2. It is agreed and understood that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto so shall remain the possession of Franks Air conditioning Inc. until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment.
3. Buyer may cancel by writing "CANCEL" across the contract and faxing to Franks Air conditioning by end of 3rd business day from transaction date. Otherwise a 150.00 stocking fee will be imposed.
4. This agreement is expressed as the entire scope of work to be completed and overrides all spoken verbal communications expressed or implied.
5. It is understood that we will not be responsible for delays caused by conditions beyond our control. That this proposal may be withdrawn if not accepted within 30 days from transaction date. That any alteration or deviation from the above named items or either of them will become an extra charge over and above the sum quoted.
6. All warranty work is done Monday through Friday 8am to 5pm.
7. In order to maintain any extended labor warranties beyond 1 year from installation date, the owner of equipment must provide proof that the system has been maintained according to manufacturers recommendations as outlined in owners manual with either invoices from a licensed air conditioning contractor or receipts indicating the purchase of filters and maintenance items related to the care of the HVAC system. REGISTERED WARRANTY VALID TO ORIGINAL OWNER AND PROPERTY. IF NOT REVERTS TO STANDARD FACTORY WARRANTY.
8. It is recommended to install new refrigerant lines with a new air conditioning system. If you deny to replace refrigerant lines it is at your own risk and Franks A.C. will not be accountable. Initials _____
9. It is important to Register the Manufacturers Warranty. If you do not then it's coverage will decrease anywhere from 5 to 9 years. If you want Franks AC to register it for you then initial here _____.
- 9.A The warranty is to the purchaser only. If you want to transfer this warranty to someone else within 90 days then a transfer fee is required and the equipment manufacturer will need to be notified of the transfer. Otherwise your warranty will be void.

INSTALLATION INFORMATION

Listed below is issues that we may encounter during the course of the install that will cause us to stop work and inform you of your options. These unforeseen issues may be related to construction or repair methods that are hidden from view during the site survey.

10. Electrical issues that cannot be seen until they are uncovered during install usually consist of damaged circuit breaker panels. Electrical wires that are unsafe to run the new equipment, obsolete electrical parts.
11. Leaking or damaged duct work.
12. Freon line sets may not be able to access the existing line chase to allow us to install new copper Freon lines.
13. Plaster walls and ceilings may have a possibility of chipping and cracking when cutting. Although we take great care in preventing this from occurring there is no guarantee that it won't. We cannot be held responsible for chipping or cracking in these areas.
14. Mechanical permits are required. The permits are not controlled by Franks AC, but by your local government agency. We Do offer the service of obtaining this permit for you and scheduling the inspection. Inspections are available according to your local government business hours. Inspections require access to the inside of your residence in order for all the work to be inspected. You are responsible for providing that access on the scheduled day or you will be responsible for a re-inspection fee of \$50.00. Permits are not always available by the day of the install. However, We will have the permit application available for your review. Payment is expected when the installation crew has finished for the day and is in no way tied to the permit status. If you agree with these terms then no action is required and we can proceed with install.
15. If you do not agree to pay us on day of install because permit has not been issued then rescheduling the install date will be required and payment for the permit will be required in advance with no refund. Please initial here for permit issued required for install option. _____
16. We need access to your property and the location of our work. Please make sure all work areas are clear of any personal belongings. If you need help with moving anything we will not do so without your presence or permission. Franks Air Conditioning Inc. is not responsible for damage that may occur if we are asked to move any personal belongings.
17. All accessories to equipment warranted for one year against defects per manufacturer's specification. Warranty does not cover Acts of God, negligence or misuse. Warranty work will be performed during normal business hours. Warranties include functional parts only. All warranties are subject to terms and conditions outlined on the warranty contract provided to you by the manufacture or warranty company. All costs including warranty denial, refrigerant gases, shipping, warranty handling fees, miscellaneous materials that are not covered under warranty claim is the responsibility of the owner of the equipment being repaired.
18. When your old equipment is removed it usually damages the equipment beyond repair and reuse. We will not reinstall it for you. Please make sure before we start that you do not want to use it again and we are not responsible for the condition of it after removal. When we remove the equipment from your premises it comes back to our shop and torn apart to be recycled. We also reclaim the refrigerant and send it to a recycler to be cleaned and reused. Be assured that we are doing our part to make sure your equipment is not polluting our environment.