

## **TERMS AND CONDITIONS OF SALE AND RETURN POLICY**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These terms and conditions apply to the purchase and sale of products and services through <http://www.barineauac.com/> (referred to as the "site"). By placing an order for such products and services, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain products or services from this site. These terms and conditions are subject to change by BARINEAU HEATING & AIR-CONDITIONING, INC. (referred to as "us" or "we") without prior written notice at any time, in our sole discretion. The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to purchasing any product and services that are available through this site. These terms and conditions are an integral part of the Site Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy and Refund Policy before placing an order for goods or services through this site.

These Terms of Use are effective as of December 15th, 2015. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

### **1. Description of Services**

We make various services available on this site including, but not limited to, the purchase and management of heating and air-conditioning service agreements. Fees for the various services are set out elsewhere in this site.

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, and the addition or deletion of fee-based services or products. Any new products or services that augment or enhance the then-current services or products on this site shall also be

subject to these Terms of Use.

You understand and agree that the services and products available on this site are provided "AS IS" unless a specific warranty is provided in the description of the service or product on the site.

## **2. Order Acceptance and Cancellation**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled you will receive a prompt refund credit to your credit card.

We are a reseller to end user customers and do not accept orders from dealers, exporters, wholesalers, or other customers who intend to resell the products and services which are offered on our site.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

## **3. Payment Terms and Sales Taxes**

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order.

We accept most major credit cards for all purchases. You represent and warrant that (a) the credit card information you supply to us is true, correct and complete, (b) charges incurred by you will be honored by your credit card company, and (c) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

All payments must be in United States dollars. Current billing address and phone information must be included with every order.

Charges for shipping and handling will be made in accordance with our then current shipping policies, as described below.

## **4. Changes in Products and Pricing**

We are constantly updating and revising our offerings of products and services, and we may discontinue products and services at any time without notice.

All pricing for the products and services available on our site is subject to change. For all of our prices, products, and services we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

## **5. Shipping Policy**

We offer a variety of shipping options to meet your shipping needs. We use only premium carriers (USPS, FEDEX, UPS, and other similarly positioned entities) with various delivery options available for many items. Please check the individual product page for specific delivery options. All deliveries are insured and guaranteed against loss, theft and damage. All shipping prices are quoted in United States dollars. No C.O.D. orders can be accepted.

Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

There may be occasional delays beyond the posted order processing time. These shipping terms are accepted by you by placing an order with us.

## **6. Advertising Disclaimer and Trademarks**

The descriptions of products and services that are posted on our site are the representations of our company if the service is to be performed by us, otherwise the representations of our suppliers. We are responsible for the accuracy of all products and services to be performed by us; however we are not responsible for the accuracy of the descriptions of our suppliers, nor are we responsible for typographical, pricing, product information, advertising or shipping errors.

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to products and services available through our site are the sole property of BARINEAU HEATING & AIR CONDITIONING, INC., or the respective owners. Photographs of the products are courtesy of the respective manufacturers.

## **7. Disclaimer and Limitation of Liability**

Our responsibility for defects relating to the products and services available on our site is limited to the procedures described in our return policy set forth below. UNLESS A DESCRIPTION INCLUDES AN EXPRESS WARRANTY, ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR

REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE. IN NO EVENT SHALL BARINEAU HEATING & AIR-CONDITIONING, INC. OR ITS SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS OR SERVICES AVAILABLE THROUGH THIS SITE. NO EMPLOYEE OR REPRESENTATIVE OF BARINEAU HEATING & AIR-CONDITIONING, INC. IS AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

## **8. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **9. Warranty and Return Policy**

Most of the products and services available through our site are covered under the manufacturer's

warranty, which is detailed in the product's or services' description. If applicable, manufacturer's warranties apply from the date of shipment. You understand that we do not operate or control the products or services offered by the manufacturers participating on our site, and you agree that under no circumstances will we be liable for any damages arising out of the failure of any manufacturer to fulfill its obligations to you under any warranty, repair, customer support or similar policies covering products and services that you may purchase through our site.

While we do not offer any warranties with respect to the products and services available through our site, we are committed to working with you to ensure that every product under warranty performs to the manufacturer's specifications. We offer a seventy-two (72) hour return policy. You may cancel your service agreement within seventy-two (72) hours of purchase or renewal date and cancellation will be effective immediately. To cancel your service agreement, contact our office at 850-580-4029. If you paid for a service agreement by credit card or debit card then any refund will be tendered back to the card used for payment. Please note that you must cancel your service agreement within seventy-two (72) hours from your renewal date before it renews for the subsequent year.

Questions regarding our warranty and return policies should be addressed via telephone to (850) 580-4029 or by regular mail to BARINEAU HEATING & AIR-CONDITIONING, INC., 4829 Corlett Street, Tallahassee, Florida 32303, Attention: Merchandising. These policies set forth your sole and exclusive rights with respect to return of products and services that you may purchase through our site.

## **10. Safe Shopping Guarantee**

Your browser and our secure server encrypt confidential information during transmission, ensuring that transactions stay private and protected. If any unauthorized use of your credit card occurs as a result of your credit card purchase on our site, simply notify your financial institution in accordance with its reporting rules and procedures.

You can always order by telephone. Call us at 850-850-4029 within the United States and Canada. We cannot accept orders from outside the United States or Canada. No matter how you place your order with us, we want you to have a comfortable buying experience.

## **11. Security and Password**

You are solely responsible for maintaining the confidentiality of your password, account, and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

## **12. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these

Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

### **13. Privacy and Customer Information**

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your customer account information by following the instructions posted elsewhere on this site. Here you may update your name, password, billing address, shipping address, e-mail address, telephone number, and credit card information.

### **14. Service and Support**

All requests for service and support with respect to the products and services available through our site should be made directly to the manufacturer or service provider in accordance with their terms and conditions as set forth in the manual and relating information accompanying their products. If the service is one provided by BARINEAU HEATING & AIR CONDITIONING, you should contact us directly. Should you have any other questions or concerns, you should contact us by e-mail at (850) 580-4029 or by mail at BARINEAU HEATING & AIR-CONDITIONING, INC., 4829 Corlett Street, Tallahassee, Florida 32303, Attention: Service. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

Except as explicitly noted on this site, the services available through this site are offered by BARINEAU HEATING & AIR-CONDITIONING, INC., a Florida corporation, located at 4829 Corlett Street, Tallahassee, Florida 32303. Our telephone number is (850) 580-4029.

### **15. Force Majeure**

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

### **16. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered

terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

## **17. Governing Law and Statute of Limitations**

This site is controlled by us from our offices within the State of Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site both of us agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue in Leon County, Florida.

Any cause of action brought by you against us or our Affiliates must be instituted within one 1 year after the cause of action arises or be deemed forever waived and barred.

## **18. Intellectual Property Information**

Copyright (c) 2015 BARINEAU HEATING & AIR-CONDITIONING, INC. All Rights Reserved.

The following are registered trademarks, trademarks or service marks of BARINEAU HEATING & AIR-CONDITIONING, INC. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of BARINEAU HEATING & AIR-CONDITIONING, INC. or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of BARINEAU HEATING & AIR-CONDITIONING, INC. or its Affiliates.

## **19. Contact Information**

Except as explicitly noted on this site, the services available through this site are offered by BARINEAU HEATING & AIR-CONDITIONING, INC., a Florida corporation, located at 4829 Corlett Street, Tallahassee, Florida 32303. Our telephone number is (850) 580-4029. If you are a Florida resident, you may have this same information e-mailed to you by sending a letter to the foregoing address with your e-mail address and a request for this information.