

PERFORMANCE PROMISE™

COMFORT PLAN

04-12-2023

Re: "Performance Promise" Comfort Plan Contract Confirmation

Enclosed is your confirmation copy of the "Performance Promise" Comfort Plan Contract you recently purchased. This agreement provides service protection when you need it. Be sure to review the detailed "Terms and Conditions" listed on the reverse side of the document.

Although routine maintenance is not covered by this service agreement, it is strongly recommended. Performing routine maintenance insures that the equipment will operate more efficiently. Contact your service dealer concerning routine maintenance programs.

The following procedures are things you can do to increase the longevity of your unit:

1. Examine and replace external air filters as needed to make sure they are not blocked and proper air flow is provided to the furnace.
2. Keep the outdoor coil free of foreign debris such as grass clippings or leaves.
3. Clean the condensate drain to prevent overflow.

Before you call for service, be sure to check the following:

1. The main switch should be in the "ON" position.
2. Replace burned-out fuses and reset circuit breakers.
3. For gas-fired furnaces, make sure the gas is turned "ON" at all manual valves.
4. Check the thermostat to be sure the setting is correct for the mode of operation.
5. Be sure supply register and return air grilles are *not* blocked.
6. Turn the thermostat to the "OFF" position for a period of five minutes and then reset to heating or cooling mode of operation thus allowing electronic components to reset.

We hope you are satisfied with the system installed in your home and that it will provide you with many years of trouble free operation.

PERFORMANCE PROMISE™

COMFORT PLAN

Warranty Department

Johnson Controls, Inc
PERFORMANCE PROMISE COMFORT PLAN CONTRACT
TERMS AND CONDITIONS

CONDITIONS AND LIMITATIONS:

1. This agreement sets forth the entire agreement between "JCI" and the Owner. Representations and promises made by the Service Dealer or any other person and not contained in this document are not part of this agreement.
2. Only the "JCI" approved equipment listed on the front page is covered.
3. This agreement is automatically cancelled if equipment is moved from the address shown on the front page without the prior written consent of "JCI".
4. Any material or labor beyond that covered by this agreement will be furnished at the Owner's expense. Owner agrees to pay any such expense.
5. "JCI" and/or Service Dealer will not be responsible for any loss, damages or injury resulting from delay in rendering repairs under this agreement, and in no event will they be liable for incidental or consequential damage of any nature.
Some states do not allow the exclusion or limitations of liability or consequential or incidental damages or for strict liability in Tort, so that the above exclusions and limitations may not apply to you.

LIMIT OF LIABILITY

1. "JCI's" maximum liability for any one claim shall in no case exceed "JCI's" costs associated with the replacement of the equipment under contract with a comparable "JCI" unit and any reasonable labor cost incurred to replace the defective system.
2. Should this agreement be terminated by "JCI" for failure of the Owner to meet the terms of this agreement or, at "JCI's" sole discretion, the request of owner to terminate, then the return of contract price shall be Owner's sole and exclusive remedy.

WHAT IS NOT COVERED:

1. Repairs required to correct failures or malfunctions that are not caused by manufacturing defects, such as damage or malfunction resulting from fire, water, storm, earthquake, theft, riot, misuse, or the improper selections, installation, or application of the equipment, including but not limited to the exclusions contained in the standard equipment warranty.
2. Routine maintenance or any repair which are made necessary because routine maintenance is not performed.
3. Repairs to alter the listed equipment to meet changes in Federal, State or Local codes or regulations.
4. Premium labor fees charged by the Service Dealer for repairs which are required during other than normal working hours.
5. Any expenses, including labor charges, incurred in gaining access to the equipment or its controls and the Service Dealer's minimum charge for any scheduled service call that cannot be completed because the Service Dealer could not gain access to the equipment or its controls.
6. Work not performed by a registered Performance Plan dealer.
7. Any equipment to the extent still covered by manufacturer's warranty.
8. Diagnostic time to assess a problem.

OWNERS RESPONSIBILITY

The following are entirely the responsibility of the Owner:

1. All service and repairs not covered by this agreement.
2. To check and replace fuses or reset circuit breakers.
3. To operate the equipment in accordance with the manufacturer's instructions.
4. To perform all Routine Maintenance and Special Maintenance as listed in the Owner's Manual. Routine Maintenance includes cleaning of the condensate drain, the condenser, the evaporator coil, the cleaning and replacement of air filters. See Special Maintenance listed in the Owner's manual.
5. Provide Service Dealer free access to the equipment and its controls.
6. To move any stock, fixtures, or partitions needed to facilitate the Service Dealer's work.
Should owner fail to meet any of the above responsibilities, then "JCI" shall have the right to void the agreement.

OWNER'S OPTIONS:

1. This contract may be assigned to the successor of Owner by written request to "JCI" along with a \$99 assignment fee payable to "Johnson Controls, Inc."
2. The written request for assignment to the new owner must include the contract number and new owner's name and address (if different than the equipment location address).
3. Request to transfer must be received by JCI within 90 days of closing. Additional documentation may be required upon request for completion of transfer.
4. Written request and assignment fee should be directed to the following address:
Johnson Controls, Inc.
Comfort Plan Transfer
3110 N. Mead
Wichita, KS 67219

HOW TO OBTAIN SERVICE:

When repairs are requested, call the Service Dealer, give him your "JCI" Contract Number, and show him your agreement. In the event service is not available from the Service Dealer listed, contact "JCI" Customer Service at 1-877-874- 7378.

JCI will follow up with the local distributor for an alternate servicing dealer.

HOW TO SUBMIT A CLAIM:

The Service Dealer must complete and mail a claim form to "JCI" for payment. Claims must be received by "JCI" within 30 days of repair. Owner should sign the claim form, if possible, or the Dealers Service Order to verify that work was completed.

Consumer Notice Government Legal Clause Advisories

Please be advised that as a consumer of this contract and given that the unit has been installed in one of the following locations, review the applicable information for your rights and protection afforded by local governance.

ILLINOIS NORMAL WEAR AND TEAR EXCLUSION:

This endorsement applies to all Johnson Controls, INC. (JCI) Comfort Plan Contracts issued in and for the State of Illinois.

JCI will not be held liable for normal wear and tear, which includes: repairs required to correct failures or malfunctions that are not caused by manufacturing defects. JCI will also not be held liable for damage or malfunction resulting from fire, water, storm, earthquake, theft, riot, or the improper selections, installation, or application of the equipment. JCI and/or the Service Dealer will not be responsible for any loss, damages, or injury resulting from delay in rendering repairs under this agreement, and in no event will they be liable for incidental or consequential damages of any nature.

ILLINOIS CANCELLATION ENDORSEMENT:

This Endorsement applies to all JCI Comfort Plan Contracts issued in and or the State of Illinois.

In the event the warranty holder cancels the contract, the service contract provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.

If the cancellation request occurs within 30 days of purchase, return of premium will be based upon a full refund less any claims that have been paid.

If the contract is cancelled after the 30 day period, return of premium will be based upon a pro rata refund of the contract for the unexpired term of the contract, less any claims that have been paid.

(Illinois Public Act 90-711)

TO OBTAIN WARRANTY SERVICE:

Notify your installing or servicing dealer, preferable in writing, of the problem as soon as possible after its discovery. Be sure to include product model number, serial number, installation date and the nature of the problem.

If a response is not received within a reasonable time, notify JCI Customer Relations Dept. toll free at 1-877-874-7378.

Service request sent to JCI without prior dealer contact will be referred back to a dealer through the JCI Distributor. Because this is time consuming process, it is in the best interest of the consumer to contact a dealer directly.

NEVADA ENDORSEMENT:

This Endorsement applies to all Comfort Plan Performance Promise Comfort Plans issued into the state of Nevada after January 1, 2000.

Renewability:

This agreement is non-renewable and shall be terminated on the "Coverage Expires" date as set forth in this agreement.

Pre-existing Conditions:

Routine maintenance or any repair of, or relating to, pre-existing conditions is specifically not covered by this agreement.

Terms of Cancellation:

Per Nevada state law this agreement cannot be voided by JCI without prior notification to the consumer. After this agreement has been in effect for at least 70 days it can only be canceled by JCI for fraud, material misrepresentation by you, non-payment by you, your violation of any terms and conditions of this agreement, or as required by any regulatory agency. No cancellation of this contract by JCI may become effective until at least fifteen (15) days after a notice of cancellation is mailed to you at your last known address. Should JCI cancel this contract, JCI shall refund to you the portion of the purchase price that is unearned by JCI. JCI may deduct any outstanding balance on your account from the amount of the purchase price that is unearned by JCI when calculating the amount of the refund. However, JCI may not impose a cancellation fee on you.

If no claim has been made under this contract, you may return this contract within twenty(20) days of the date the contract was mailed to you. In such a case, this contract will be void and you will be refunded the full amount of the purchase price of this contract. A ten percent(10%) penalty per month will be added to a refund that is not made within forty-five(45) days after the contract is returned. Should you return this contract after twenty(20) days of the date the contract was mailed to you, or after a claim has been made under this contract, this contract will be void and you will be refunded the amount of the purchase price that is unearned by JCI.

Emergency Service:

In the unlikely event that the operation of your heating or cooling equipment is interrupted by a covered product failure and is essential to your health and safety, or renders your dwelling uninhabitable, your servicing dealer will commence repairs within twenty-four hours after the report of the claim. If repairs cannot be completed within three calendar days, JCI shall provide a status report to you and the Commissioner at the Nevada Division of Insurance by verifiable means and include in the status report: (1)A list of required repairs or services; (2)The reason that causes the repairs or services to extend beyond three calendar days; (3)The estimated time to complete the repairs or services; and (4)Contact information for you to make inquiries, with a commitment by JCI to respond to the inquiry no later than one business day after the inquiry.

If you are not satisfied with the manner in which your claim is being handled you may contact the Commissioner at (888)872-3234- Nevada Division of Insurance.

TEXAS CANCELLATION ENDORSEMENT:

This endorsement applies to all YorkCare Comfort Plan / Performance Promise Contracts issued in and for the State of Texas.

A service contract holder is permitted to void the contract if returned no later than the 20th day after the date the service contract was mailed or, if the service contract is delivered to the service contract holder at the time of sale, not later than the 10th day after the date of delivery. A service contract holder may void the service contract at a later time as permitted by the service contract.

If a contract holder returns a service contract according to the provisions stated above, and a claim has not been made under the servicecontract before its return to the provider, the service contract is void and the provider shall refund to the service contract holder the full purchase price of the service contract. The right provided by this section to void the service contract is not transferable and applies only to the original service contract purchaser. If a service contract is voided under this section and the provider does not pay the refund or credit the service contract holder's account before the 46th day after the date of the return of the service contract to the provider. The provider is liable to the contract holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

(Service Contract Regulatory Act)

Texas Civil Statutes, Article 9034

PROVIDER OBLIGATION STATEMENT:

"Obligations of the provider under this service contract are backed by the full faith and credit of the provider" Unresolved complaints concerning a registrant or questions concerning the regulation of service contract providers may be addressed to:

Texas Department of Licensing and Regulation

P.O. Box 12157

Austin, TX 78711

1-800-803-9202

(Service Contract Regulatory Act)

Texas Civil Statutes, Article 9034

FLORIDA CANCELLATION ENDORSEMENT:

This endorsement applies to all YORK CARE and PERFORMANCE PROMISE Comfort Plan contracts issued in and for the State of Florida.

In the event the contract is cancelled by the warranty holder, return of the premium shall be based upon 90% of unearned pro rata premium less any claims that have been paid, or less the the cost of repairs made on behalf of the warranty holder. In the event the contract is cancelled by the association, the return of premium shall be based upon 100% of the unearned pro rata premium.

(Florida Statutes 634.414)

SOUTH CAROLINA RESIDENT ONLY:

You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000 Post Office Box 100105, Columbia, SC 29201 or call 800-768-3467, if you have dispute with your claim.

Code 38-78-30(f) reads: "Service contracts shall require the provider to permit the service contract holder to return the service contract within twenty(20) days of the date the service contract was mailed to the service contract holder or within ten days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchase and only if no claim has been made prior to its return to the provider. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the service contract to the provider."