



ARIEL AIR COMPANY INC.

303 Fifth Avenue, New York, NY 10016 • 212 481 7806

HVAC SERVICES

WE AGREE TO PROVIDE YOU WITH SERVICES FOR YOUR HEATING AND AIR CONDITIONING SYSTEMS THAT WILL INCLUDE THE FOLLOWING PROVISIONS:

- Replace fan belts — once a year
- Adjust airflow
- Filter replacement
- Clean condensate drain pans
- Cooling system start up
- Test safety controls
- Measure system pressure and temperature
- Record motor amperage
- Heating system start up
- Adjust fresh air dampers
- Program thermostats
- Check blower assembly
- Lubricate all moving parts where necessary
- Maintain a service log for three years
- Monitor, analyze and communicate system performance
- Service work performed by competent personnel
- Client confidentiality maintained

ONE (1) YEAR

DATE _____

ANNUAL FEE _____

ACCEPTED BY _____

SIGNATURE _____

COMPANY NAME _____

ADDRESS _____

ADDRESS (LINE TWO) _____

DURATION OF AGREEMENT

This agreement is effective from the date it is accepted and shall remain in force, except as otherwise provided in this agreement for THE DURATION INDICATED ABOVE. THEREAFTER, IT MAY BE TERMINATED OR INDIVIDUAL AIR CONDITIONING AND HEATING SYSTEMS MAY BE WITHDRAWN FROM THIS AGREEMENT, BY EITHER PARTY, PROVIDING THREE (3) DAYS PRIOR WRITTEN NOTICE HAS BEEN GIVEN. Any monetary adjustments will be made on a prorated basis. Further, air conditioning and heating systems, in addition to those listed hereof, may be added to this Agreement by mutual agreement.

EQUIPMENT DESCRIPTION

CHARGES AND PAYMENTS

The customer will pay the annual fee of \$_____, which appears on the Agreement, within 10 days of customer's receipt of invoice. The cost of repairs by a team of two (2) EPA Certified Technicians during the term of the Agreement shall be as follows: \$_____ for each hour. There is a two (2) hour minimum charge per visit. All service calls out of the normal working hours shall be billed at a four (4) hour minimum charge and at an overtime rate of \$_____ per hour. The fee shall cover all provisions listed at the top of this Agreement. If the customer requires additional service, the customer will be billed at ARIEL's established rates then in effect. ARIEL's charges shall be paid in net thirty (30) days upon customer's receipt of invoice. Interest at the rate of 1% per month shall be automatically added on all payments later than thirty (30) days.

Chiller water treatment, Condenser acid wash, Cooling tower treatment, Evaporator and Condenser chemical cleaning are not included.

INSTALLATIONS, REPAIRS AND REPLACEMENT PARTS ARE NOT COVERED UNDER THIS AGREEMENT AND SHALL BE PAID FOR AT ARIEL'S ESTABLISHED CHARGES THEN IN EFFECT. In the event subcontracting work is required, the subcontracting charges will be billed to the customer.

It is understood, between the parties, that all work on page one designated by checks are covered under the \$_____ service agreement.

Any additional services, if agreed to by the parties, will be billed at the hourly rate mentioned on page one.

PERFORMANCE

"ARIEL AIR COMPANY," (known as ARIEL) will service the air conditioning and heating systems described on the face of this agreement PROVIDED THAT SUCH SERVICE ARE NECESSITATED BY NORMAL USAGE AS DETERMINED BY ARIEL. Within thirty days following the effective date of this Agreement, ARIEL will render services as may be found necessary.

THIS Agreement does not cover service or repair necessitated by damage resulting from accident, neglect, misuse, failure of electrical power, gas, steam and water supply, or any causes other than ordinary use. It will not include furnishing supplies, accessories, painting or refinishing the machines or furnishing materials, therefore, making specification changes or adding or removing accessories, attachments or other devices. It will not include service which shall be impractical for ARIEL's representatives to render because of alterations in the machines or their connection by mechanical or electrical means to another machine or device.

ARIEL shall not be liable to the customer or to any third party of any loss, damage or delay caused by fire, acts of God, the customer's failure to provide access to the place where the services are to be rendered during ARIEL's customary business hours, delays by suppliers, carriers, strikes or labor disputes, or actions by other third parties or without limiting the foregoing other causes beyond the control of ARIEL.

SERVICE PERSONNEL

All installation and service in connection with the Agreement will be performed or directed by field technicians of ARIEL.

AVAILABILITY OF SERVICE

The services provided by ARIEL under this contract shall normally be available and rendered during the regular working hours of the customary work week. ARIEL's normal working hours for purposes of this Agreement are 8:00A.M to 4:00P.M., Monday through Friday except holidays. IF THE CUSTOMER REQUESTS SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT IT MAY BE FURNISHED AT ARIEL'S ESTABLISHED CHARGES THEN IN EFFECT.

UNAUTHORIZED REPAIRS, MISUSES, ETC.

If other than ARIEL representatives shall at any time perform repair or service on any air conditioning systems without ARIEL's consent, ARIEL may discontinue service for such system(s), if in ARIEL's opinion the cost of maintaining the unit will be increased or the reliability of the system(s) is impaired. Service for any unit may discontinued hereunder.

WARRANTY

ARIEL provides a one year limited workmanship warranty. No warranty of merchantability or fitness, and no other warranties or representations, expressed or implied, are made by us with respect to any of the above merchandise. We shall not be responsible for any labor charges or consequential damages due to defects therein. Our sole responsibility shall be to honor the manufacturer's warranty, if any is furnished, with respect to defective merchandise, provided that written notice shall be given us within the manufacturer's warranty period. All verbal statements, representations and promises are merged herein.

TAXES

If, after the effective date of the Agreement, the cost of materials or components used in performing this contract shall be increased by reason of taxes imposed or increased by the federal government or any state or local government, ARIEL shall have the right to increase the price accordingly.

LIMITATION OF LIABILITY

It is understood that ARIEL is not an insurer. Insurance, if any, shall be obtained by the customer. The amounts payable to ARIEL hereunder are based upon the value of the services. The scope of the liability as herein set forth is unrelated to the value of the customer's property or the property of others located in customer's premises. The customer does not desire this Agreement to provide for full liability of ARIEL and agrees that ARIEL shall be exempt from liability for loss or damages

due directly or indirectly to occurrences, or consequences therefrom which the service is designed to detect or avert; that if ARIEL should be found liable for loss or damage due to a failure of services in any respect, its liability shall be limited to a sum equal to that offered in ARIEL's liability insurance policy that is in effect. The provisions of this paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Agreement, or from negligence, active or otherwise, of ARIEL, its agents or employees.

TRANSFER OF AGREEMENT

This Agreement is not transferable except with the written consent of ARIEL and may be transferred to another company chosen by ARIEL.

REPLACEMENT OF AIR CONDITIONING AND HEATING SYSTEMS

If the customer wishes to have any air conditioning or heating system replaced or removed to facilitate structural changes or redecoration of the building, ARIEL will, on request, furnish the materials and services required at the established charges then in effect.

DEFAULT

If the customer fails to pay for the services when due or otherwise fails to comply with the requirements of the Agreement, ARIEL may cancel this Agreement in whole or in part and may deem such failure or noncompliance as a breach of this Agreement. ARIEL retains all rights and remedies provided by applicable law in the event of any such breach and nothing herein and no action by ARIEL shall constitute a waiver by ARIEL of any such right or remedy.

If specification changes are made in any air conditioning or heating system, or accessories, attachments or other devices are added or removed, ARIEL may adjust the maintenance charges on such machines. If the maintenance charges are changed for any system, the customer may discontinue service for it hereunder on the effective date of such charge; otherwise the new charges shall become effective.

GOVERNING LAW: ARBITRATION

This Agreement constitutes the entire agreement with respect to performance of the services and may not be modified or amended except in writing signed by both parties.

The Agreement shall be governed by and interpreted in accordance with the laws of New York applicable to contracts to be executed and performed entirely within the State. Any controversy or dispute arising out of or with respect to the Agreement shall be decided solely by arbitration held in New York City in accordance with the rules of the American Arbitration Association, City of New York (the "AAA"). Arbitration shall be before a single arbitrator to be selected in accordance with AAA Rules but who shall be engaged in business as a service contractor. The arbitrator shall have all the powers of the New York Supreme Court; his award shall include actual attorneys' fees and costs of arbitration and shall be final and binding in all respects. Judgment upon any award may be entered in any court having jurisdiction. No action shall be brought under this Agreement more than one year after accrual of the cause of action therefore.

If during the life of this Agreement the customer desires ARIEL to assume liability beyond that indicated above, a rider to the Agreement will be entered into by the parties hereto providing for ARIEL's additional liability and customer will agree to pay ARIEL's additional cost. In that event, the limitation of liability set forth above will be null and void, provided however, that such rider and additional obligation shall in no way be interpreted to hold ARIEL as an insurer.

RIDER: _____

Signed by: _____