

# **Lanz Comfort Family Terms & Conditions**

#### **Extended Service Area:**

Dispatch fee for ALL calls for customers outside standard service area from 8am-8pm, 7 days a week is \$99, including any Comfort Family customers. Emergency Dispatch fees after 8pm are \$169

# **Comfort Family Agreement:**

Benefits are received only upon complete set up of Comfort Family plan, including: 1) a signed Maintenance Agreement document which outlines plan and all equipment, 2) monthly automatic payment with either a credit card (encrypted in Lanz software) or automatic bank deduction—set up with a VOIDED check—made out to Lanz Comfort Family. If interruption occurs to automatic payment: Lanz has the option to void any and all benefits or obligations including parts and labor warranty. By signing up for a Lanz Comfort Family, I agree to join for 1-year minimum with automatic renewal until I contact Lanz to cancel. If Comfort Family is canceled prior to completing 1-year minimum requirement, then all discounts on Upfront Repairs, LSE's and dispatch fees, as well as all maintenance services received are due at the time of cancellation less proration for the plan or any maintenances not received.

For all HVAC Comfort Family plans, Lanz, Inc will provide (12) 1" pleated filters or (2) 4" or 5" common size and MERV rating. There are no refunds or cash value for filters not covered under

#### Standard Lanz Warranties on repairs:

All materials and parts warranties are limited to manufacturer's written warranty (typically 1 year) for parts only. All labor performed by Lanz is warrantied for 90 days only, unless otherwise indicated in writing. Lanz makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the company.

#### For customer supplied repairs or installation:

There is a 30 day labor warranty and no parts warranty provided by Lanz. All parts, ordering, warranty, and any fees (like shipping) are the responsibility of the customer.

# Standard Lanz Warranties on installed equipment:

For residential equipment only (excludes new construction & multi-family dwellings), typical parts warranty unless otherwise specified in writing:

HVAC Equipment Installs--up to 10 years parts, 1 year labor

Ductless Mini-Split VRF Installs--up to 10 or 12 years parts warranty, 1 year labor

<u>Tank-style Water Heater Install</u>s--up to 6 years tank, 6 years functional parts\*, 1 year labor

 $\underline{\textbf{Tankless Water Heater Installs}} - \textbf{up to 12 or 15 years heat exchanger}, \textbf{5 years functional parts}, \textbf{1 year labor}$ 

After 1 year labor warranty, all standard and extended area dispatch fees, shipping, labor and other fees may apply to any standard warranty. Most manufacturers require annual maintenance by a trained professional to keep warranty in place and may request maintenance records.

\*excludes sacrificial parts like anode rods

## Comfort Family Parts & Labor Warranty on repairs:

All parts warranties are limited to manufacturer's written warranty (typically 1 year) for parts only. All labor performed by Lanz is warrantied for one (1) year for Comfort Family members, unless otherwise indicated in writing. Dispatch fees and Emergency Dispatch Fee (after 8 pm) are spelled out in the Comfort Family Plan and may be applicable.

## Comfort Family Parts & Labor Warranties on installed equipment:

This limited parts and labor warranty applies to residential equipment installed by Lanz on or after 6/17/2019 and includes refrigerant: All repairs, annual maintenance and alterations to existing equipment, ductwork, piping & controls must be done by a Lanz Technician—any deviations or interruptions in monthly payments from this contract may void any remaining labor warranty.

Parts Warranty: Lanz abides by all Original Equipment Manufacturer's (OEM's) guidelines for design, installation, maintenance and warranty process. Manufacturer will furnish a replacement part to Lanz without charge for the part only, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for any and all shipping and handling charges and any other costs of warranty service (applicable Dispatch Fee and labor will be charged if not covered under labor warranty) for the replacement part.

Labor Warranty: All labor warranties documented are good for the labor task and exclusively covers equipment. Items which may be part of the heating or air conditioning system, but are not an integral part of the unit, are not covered. This may include, but is not limited to:

venting systems, humidifiers, ductwork not installed by company, wiring components, external pumps, air filters, electronic air cleaners, any sacrificial parts, and zoning systems.

Who is Covered: This limited parts & labor warranty coverage extends to the first purchaser/original installation of the product. This agreement may be transferred, one time only by the following:

1) Fill out the Request for Transfer form and pay \$199 administrative fee to transfer Trane Parts Warranty, or other OEM. Settlement or Title page is required, which must include old owner, new

owner, date of sale/purchase, address and signatures from both.

2) New homeowner must pay a 1-time warranty buy-in for \$199 and continue monthly Comfort Family Plan, including signed Comfort Family Agreement and monthly payment method on file. Both the parts and labor warranty can be taken care of through Lanz Office Staff.

3) Paperwork must be submitted within 90 days of the transfer of the property, or the labor warranty is void and the part warranty may revert to a lower number of years. Lanz must receive this

documentation no later than 7-10 business days prior to the 90 day deadline for processing.

# **Exclusions:** The following are not covered by the limited warranty:

1) Shipping and freight costs, 2) Failures, defects or damage (including, but not limited to data or property) caused by any A) third party product, service or system connected or used in conjunction with parts, B) any use that is not designed or intended for Products, 3) modification, alteration, abuse, misuse, negligence or accident; 4) Improper storage, installation, maintenance or operation including operation of electrical equipment at voltages other than the range specified on the Product nameplate; 5) any use in violation of written instructions or specifications provided by Lanz; 6) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any theft or riots; or 7) a corrosive atmosphere or contact with corrosive materials such as but not limited to, chlorine, salt, sulfur, recycled waste water, urine, fertilizers, rust, or other damaging substances or chemicals.