

Terms and Conditions (for Gold Plan and Diamond Plan)

1. Customer agrees to notify Bloomfield Cooling & Heating Inc. immediately of any unusual operating conditions of subject equipment. Customer further agrees to notify Bloomfield Cooling & Heating Inc. immediately of any suspected malfunction or defect in the Equipment and to report the same promptly to Bloomfield Cooling & Heating Inc. at its business. Regular working hours are 8 a.m. to 7 p.m., Monday through Friday and 8 a.m. to 12 p.m. Saturday.
2. This contract does not guarantee that the covered equipment will not fail.
3. Refrigerant is not covered by the Gold Plan.
4. Any changes, adjustments or repairs made by others, including the customer, unless pre-approved by Bloomfield Cooling & Heating Inc. in writing shall terminate Bloomfield Cooling & Heating Inc.'s obligations hereunder.
5. Bloomfield Cooling & Heating Inc. shall not be required to furnish any items of equipment, labor or other services which are Recommended or required by insurance companies, home inspection companies or any government agency, including the conducting of any test required by the foregoing.
6. Filters supplied by Bloomfield Cooling & Heating Inc. are standard 1 inch filters. Any other size or type is additional.
7. This agreement applies to the equipment enumerated on the equipment list and not to fixtures in which they are contained, nor to hardware, trays, pans, ducts, plumbing, electrical wiring, or casings, nor to deterioration of housings, castings, frames, or other items due to corrosion. This agreement does not include repairs made necessary as a result of fire, water, accident, negligence, acts of God, Labor disputes, or freeze-ups of any kind. Bloomfield Cooling & Heating Inc. assumes no liability for delays or failures hereunder caused by any of the foregoing or for any causes whatsoever for damage resulting from delays in performing the service hereunder Or for any consequential damage whatsoever. If repairs or adjustments require any alterations or additions to structure or property, the customer will obtain written consent from the owner thereof prior to the performance of such work.
8. Bloomfield Cooling & Heating Inc. shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any damages of any nature based upon express warranty, implied warranty, or other legal theory, due to the non operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment.
9. *THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES. EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WITHOUT LIMITATION BLOOMFIELD COOLING & HEATING INC. SHALL NOT BE LIABLE UPON ANY WARRANTY THEORY, EXPRESSED OR IMPLIED, REGARDING THE MANUFACTURER OR OPERATIONS OF ANY EQUIPMENT INSTALLED BY IT. THE CUSTOMER HEREBY ACCEPTS ALL EQUIPMENT "AS IS".*
10. Bloomfield Cooling & Heating Inc. shall not be responsible for any delay or failure to render services or to make delivery of any merchandise as set forth herein due to federal, state or municipal actions or regulations; strikes or other labor troubles; fires; embargoes; accidents; war; or any other causes, contingent to or circumstances beyond the control of Bloomfield Cooling & Heating Inc. and/or which make the fulfillment of this agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.
11. The full contract price shall be due and payable immediately upon execution of this agreement, except that the customer may make 12 installments. If the customer terminates this agreement for any reason before all installments are paid, customer is immediately liable for full payment of the balance. There are no prorated refunds.
12. Bloomfield Cooling & Heating Inc. reserves the right, in its sole discretion, to schedule tune-up dates.
13. This plan will automatically renew unless cancelled by customer in writing, within 30 days of renewal date, or it may be cancelled or changed any time before our service is rendered.
14. Heat exchangers, evaporator/condensing coils and compressors are not covered under this agreement. Any repairs not included will be performed at our normal rate.
15. Replacement of compressors, heat exchangers and coils are not covered, nor is the work on related systems such as chimneys, ducts, household gas/electric supplies, or system modifications. Adjusting of airflow will be done at the time of maintenance service. Balancing of the system is additional.
16. Bloomfield Cooling & Heating Inc. reserves the right to advise the customer if a system is not repairable or cannot be repaired so as to be reliable thereafter, and to discontinue repair work at that time. Repairs that have been previously recommended, and for which the customer would have been obligated to pay at the time of recommendation, are not covered. Bloomfield Cooling & Heating Inc. is responsible for the electricity from the switch on the side of the furnace to the furnace and water, and from the back flow preventer to the boiler. Bloomfield Cooling & Heating Inc. is not responsible for power or water supply to the unit. Bloomfield Cooling & Heating Inc. is also not responsible for obsolete parts that cannot be obtained through normal channels.
17. For new service plan customers, Bloomfield Cooling & Heating Inc. reserves the right to decline a service agreement at the time of the first maintenance call. In that case, payment will be refunded and invoices cancelled.
18. Only systems with prior history of refrigerant leaks or some malfunction that could be due to lack of refrigerant will have refrigerant charges checked.
19. *PRIOR TO CALLING BLOOMFIELD COOLING & HEATING FOR A SERVICE CALL, CUSTOMER SHOULD CHECK EMERGENCY SWITCHES AND THERMOSTATS FOR CORRECT POSITIONS, PROGRAMMING, AND SETTINGS. THESE CONDITIONS ARE NOT COVERED UNDER OUR POLICIES, AND OUR STANDARD DIAGNOSTIC AND SERVICE CHARGES WILL APPLY.*
20. We will not be responsible for any damages caused by mold, or by some other agent, that may be associated with any HVAC or plumbing work performed, to include but not limited to property damage, personal injury, loss of income, emotional distress, Death, loss of use, loss of value, and adverse health effects, or any other effects. We are also not responsible for investigating or testing your home for any possible mold or mold related problems. Should you desire such an investigation or testing, you must hire a professional in the mold remediation industry.