



3195 Sterling Circle, Suite 150
Boulder, CO 80301

THIS WARRANTY made and entered into as of the Effective Date (hereinafter defined) by and between Timberline Mechanical Systems, LLC (a Colorado Limited Liability Company) having a principal office at 3195 E Sterling Cir., Suite 150 Boulder Colorado and the undersigned customer (hereinafter "Customer").

WITNESSETH

Whereas Customer is the owner of a certain HVAC System (herein-after defined) for which Customer desires Timberline Mechanical Systems, LLC to install; and

Whereas Timberline Mechanical Systems, LLC desires to install on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) "HVAC System" shall mean only the heating, air conditioning and ventilation equipment installed per

and (defined by the inclusions and exclusions set forth in the attached documents at:
[Click here to enter text.](#)

(b) "Effective Date" shall mean the date on which this WARRANTY is executed by the Customer and accepted by Timberline Mechanical Systems, LLC. This date is to be the date that system was put into operation.

2. Term of WARRANTY. The term of this WARRANTY shall be for a period of 12 months after the Effective Date.

3. **Exclusive Limited Warranty:** Timberline Mechanical Systems, LLC warrants products and services against defects in material and workmanship for a period of 1 year from the time of installation. Customer's sole and exclusive remedy is repair or replacement of defects in material or workmanship. Timberline Mechanical Systems, LLC shall not be liable for any indirect, special, or consequential damages, loss, or goods (including lost profits) in connection with the use of or the inability to use its products or services for any purpose whatsoever.

This warranty and remedy shall apply only to Customer as the original purchaser. This is the sole and exclusive statement of the agreement between the parties and no statements or agreements beyond the face of this agreement are to be considered in interpreting the warranty and remedy contained herein
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

This warranty does not cover defects caused by any of the following: modification, alteration, repair or service of the product by anyone other than Timberline Mechanical Systems, LLC; physical abuse to or misuse of the product or operation of it in a manner contrary to the accompanying instructions.

All warranty service contemplated hereunder shall be performed by Timberline Mechanical Systems only during normal business hours, 8:00 AM - 4:30 PM MST. In the event Customer desires warranty services to be performed outside of normal business hours, such services shall be billed to Customer at a rate of 1/2 time for afterhours, and fulltime for holidays.

4. Limitation of liability. IN NO EVENT SHALL TIMBERLINE MECHANICAL SYSTEMS, LLC BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF TIMBERLINE MECHANICAL SYSTEMS, LLC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. TIMBERLINE MECHANICAL SYSTEMS, LLC'S LIABILITY TO CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID HEREUNDER TO TIMBERLINE MECHANICAL SYSTEMS, LLC BY CUSTOMER. IN NO EVENT SHALL TIMBERLINE MECHANICAL SYSTEMS, LLC BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF TIMBERLINE MECHANICAL SYSTEMS, LLC IN THE PERFORMANCE OF MAINTENANCE SERVICES OR OTHER SERVICES UNDER THIS AGREEMENT.

5. Excusable delay. Timberline Mechanical Systems, LLC shall not be liable for any loss, cost, damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where such failure shall be beyond the reasonable control of such Timberline Mechanical Systems, LLC, which shall be deemed to mean, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances races, wars, whether declared or undeclared, blockades, insurrections, riots, environmental action, explosions, fire, floods, earthquakes, or

any other cause not within the commercially reasonable control of Timberline Mechanical Systems, LLC.

6. General.

(a) Any cause of action arising out of or related to this Agreement must be brought no later than one year after it has accrued.

(b) Arbitration: The parties agree that any dispute, controversy or claim arising out of or relating to this agreement, or the breach thereof, except for nonpayment by Customer, shall be settled by arbitration in accordance with the procedures of the American Arbitration Association. The parties agree that the jurisdiction for all disputes, whether in arbitration or litigation, shall be the county of Boulder, Colorado. The parties hereby grant both In-Person and In-Rem jurisdiction as may be appropriate for purposes of resolving any dispute under this Agreement. Written notice of demand for arbitration shall be filed with the other party to this agreement and with the American Arbitration Association within a reasonable time after the dispute has arisen. The arbitrator will award reasonable attorney's fees and costs to the prevailing party.

(c) Attorney's Fees. Should either party find it necessary to enforce this Agreement, then the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs in addition to all other recovery to which it may be entitled.

(d) Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract.

(e) Notices. All notices required or permitted under this WARRANTY shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Customer:

IF for Timberline Mechanical Systems, LLC:
Timberline Mechanical Systems, LLC
3195 E. Sterling Cir
Suite 150
Boulder, Co 80301

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

(f) Amendment: This WARRANTY may be modified or amended if the amendment is made in writing and is signed by both parties.

(g) Severability. If any provision of this WARRANTY shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(h) Waiver of Contractual Right. The failure of either party to enforce any provision of this WARRANTY shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this WARRANTY.

(i) This WARRANTY is the sole warranty between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of both parties.

(j) This WARRANTY shall be interpreted in accordance with the substantive laws of the State of Colorado.

SIGNATURES

Customer

By: _____
Name Title Date

Address: _____

Accepted on behalf of Timberline Mechanical Systems, LLC,

By: _____
Name Title Date