



Terms, Conditions, Limitations & Services

How Our Service Works

Preferred Customer Club

The Preferred Customer Club (PCC) is a free membership awarded to residential customers who purchase an Annual Maintenance Plan for Plumbing (Plan P1) and/or HVAC (Plan H1). In addition to the terms of the maintenance plans, PCC members get exclusive PCC Member pricing on any heating, cooling or plumbing repair or service, plus preferred scheduling and other special offers. The PCC Membership will continue so long as Plumbing and/or HVAC Annual Maintenance Plans are current in billing and has not been terminated. Services, warranties, guarantees, or any other offer and/or benefits that were given as an active PCC Member are null and void once the Plumbing and/or HVAC Annual Maintenance Plan has been terminated. Annual Maintenance Plans for Plumbing and/or HVAC are only applicable for one residential location. To receive benefits of a PCC Membership at more than one location, a separate plan for each location will be necessary.

Annual Maintenance Plans

Abuse, neglect, unintended use, fire, flooding, war, storms, power surges, or acts of nature, may void or delay any or all guarantees, warranties, and services. Annual Maintenance Plans for Plumbing and/or HVAC include annual service and/or maintenance to equipment and/or systems and/or products (see Plumbing Plan or HVAC Plan for the details for your plan). This is a service that is scheduled annually. This service or partial service or partial refund of service will not be given if the Plan has been canceled. The Annual Maintenance Plans and PCC Membership are only applicable for the residence for the location of equipment, product, or system listed on the Agreement.

Free services, replacement parts, warranty services, and maintenances under the Annual Maintenance Plans are offered during our normal business hours only. In a case where a PCC Member would like one of these services performed after normal business hours this may be done as an extra cost. The PCC Member will receive PCC Member pricing.

Extended warranties offered on some plans are only for eligible items that qualify as listed under the Plumbing Plan or HVAC Plan for the plan(s) purchased. Those items must be purchased, maintained, and installed by Day & Nite. Extended warranties may be excluded if the Day & Nite technician chooses to disclaim the warranty for any reason. Day & Nite recommends to install all work per code and in a safe and secure manner. If these circumstances are not met all warranties and some services may be void until they are met. Service maintenance is recommended to optimize performance and longevity. A service maintenance, inspection, or cleaning in no way obligates Day & Nite to guarantee the longevity or operation of equipment, part(s), or system(s). Day & Nite is not obligated to perform a warranty or service after hours. Day & Nite is not obligated to compensate for loss or damages or inconvenience or any other loss whether tangible or intangible because of failed part(s), or failed equipment, or workmanship, or time of service. It is recommended that the home owner and resident know where all emergency shut off valves are, and if not, to be sure to have one of our technicians take the time to show them where they are located and what to do in an emergency. Although we have 24 hour service it is also advised to know the community emergency response number that can sometimes react quicker to control loss & damage. In many places some of these services are offered by the local gas company or local fire department.

P1 PLUMBING SYSTEM Refer to the Plumbing Plan under heading for Plan P1 for a list of services included for this plan. Our normal warranty for non-PCC Members is 1 year parts and labor (see back of invoice for warranty terms and conditions). As a PCC Member this warranty on some items purchased (*see current Plumbing Plan*) and installed by Day & Nite will be extended 2 years making the warranty period 3 years parts & labor. The value rate preferred pricing for any plumbing or HVAC (gas or electric heat pump, furnace, boiler, or a/c) is available to a customer who has this plan. Any free diagnostics do not include repairs.

Aerator Replacement or cleaning will only be done on clogged aerators and at the time of annual maintenance. Aerators that are provided at no additional charge are chrome aerators that are our standard stock on the technician's truck. If a different aerator is requested or necessary there may be additional charges to replace that aerator. Aerators must be serviceable.

P1+ PLUMBING & WATER HEATER Refer to the Plumbing Plan under heading for Plan P1+ for a list of services included for this plan. This plan includes the same terms & conditions as Plan P1 and includes water heater replacement and some repairs. The P1+ plan is not a warranty, rental, lease, or guarantee. The home owner is responsible for their water heater. The original water heater must already be purchased. It can be either pre-existing or purchased from Day & Nite. PCC Members benefit by also getting water heater repairs and replacement at no additional charge. Day & Nite will provide labor, parts, and tank as necessary to fix or replace failed parts on water heater. Repairs, or replacement of parts, or servicing, maintaining, or cleaning, or purchasing the membership to this plan does not make Day & Nite liable for inconvenience, damages, or loss whether tangible or intangible. Water heater repairs will only be performed at the request of the PCC Member and once the part is failed. Services offered under this plan are provided during normal business hours only. Repairs and services offered under this plan can be performed after hours at the request of the PCC Member at additional cost to the customer. PCC Members will receive PCC Member pricing. Water heater replacement will only be performed at the request of the PCC Member and once the water heater is determined leaking by a Day & Nite technician. A water



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heater may not be replaced at no charge if the water heater is not installed as recommended by the technician and/or to code and/or does not have an expansion tank. Water heaters attached to a heating system may have extra charges for installation. A water heater may be requested to be replaced prior to leaking, and at additional costs for doing so.

This plan is for conventional water heaters though tankless water heaters are eligible for replacement under this plan if the heat exchanger is leaking. Tankless water heaters are not eligible for free component replacements or connection repairs. Circuit boards and inducer motors are not included for replacement on any type of water heater. Water heater replacement is to existing residential potable hot and cold plumbing, existing electrical and existing venting. Day & Nite will provide direct connections to the tank for a standard residential water heater installation for potable hot water use. Any extra plumbing or venting replacement is additional in costs. Electrical is not included. Commercial water heaters, combi-cores, and indirect water heaters are excluded from this plan. Additional charges for replacing an existing water heater under this plan to where the existing water heater is obsolete, or no longer made, or that may require additional reconfiguration due to impractical configuration of piping, venting, electrical, obstruction, or building construction.

P2 RECIRCULATION PUMPS Refer to the Plumbing Plan under heading for Plan P2 for a list of services included for this plan. This plan covers annual maintenance of one recirculation pump. Maintenance is to be performed with annual P1 or P1+ inspection.

P3 SEWAGE PUMP OR SUMP PUMP Refer to the Plumbing Plan under heading for Plan P3 for a list of services included for this plan. This plan covers annual maintenance of one sewage pump or sump pump. Dual pump systems or other pumps will require the purchase of an additional plan to be added for annual maintenance. Maintenance is to be performed at the time of performing annual P1 or P1+ maintenance. If the customer chooses to request a special trip to perform this maintenance there will be additional costs.

P4 WATER FILTERS Refer to the Plumbing Plan under heading for Plan P4 for a list of services included for this plan. This plan covers annual maintenance of one under counter filter system or up to 3 basic filter housing filter replacements (5micron sediment, inline ice maker filter, carbon ¾ or 1" inline housing, or ¾ inline polyphosphate filter) or a Day & Nite provided under counter R.O. filter. Expansion tanks, water softeners, leaks, filter repairs, and filter housing repairs are excluded. Maintenance & filter change out is to be performed at the time of performing annual P1 or P1+ maintenance. If the customer chooses to request a special trip to perform this maintenance there will be additional costs. Additional filter changes if necessary for your system is not included.

H1 FURNACE OR BOILER Refer to the HVAC Plan under heading for Plan H1 for a list of services included for this plan. The PCC Member gets the benefit of having the annual maintenance performed on their gas or electric furnace or boiler. In addition to that service some parts are include to be replaced if failed and basic cleaning and adjustments are included. Day & Nite will provide labor, and parts, as necessary to fix or replace failed parts listed on the description of the Plan. Repairs will only be performed at the request of the PCC Member during normal business hours and once the part is failed. If the part is determined not to be failed by the Day & Nite technician there will be a charge for the site visit and to proceed with replacing the part if the customer still wishes to do so. Free replacement parts included in this plan may be done after hours at additional costs. Commercial equipment is excluded.

H1+ FURNACE OR BOILER WORRY FREE Refer to the HVAC Plan under heading for Plan H1+ for a list of services included for this plan. This plan includes the same terms & conditions as Plan H1 and includes many more repairs. The H1+ plan is not a warranty, rental, lease, or guarantee. The PCC Member is responsible for their equipment. After hours service may be done at extra costs. Commercial equipment is excluded. Heat exchanger, field modifications, external controls, ducting, & housing are excluded.

H2 AIR CONDITIONER OR HEAT PUMP Refer to the HVAC Plan under heading for Plan H2 for a list of services included for this plan. The PCC Member gets the benefit of having the annual maintenance performed on heat pump or air conditioner or split units. In addition to that service some parts are include to be replaced if failed and basic cleaning and adjustments are included. Day & Nite will provide labor, and parts, as necessary to fix or replace failed parts listed on the Plan. Furnace repairs will only be performed at the request of the PCC Member and once the part is failed. After hours service may be performed at additional costs. Commercial equipment is excluded.

H3 ADD ON MEDIA AIR FILTER OR EAC Refer to the HVAC Plan under heading for Plan H3 for a list of services included for this plan. This plan is to cover an annual replacement or maintenance of filter media to one filter housing assembly. Multiple filter housings or systems will require the purchase of additional plans to be included as part of a maintenance. This maintenance will be performed while on site performing the annual maintenance for either H1, H1+, or H2. For a 4" thick or greater media filter housing Day & Nite will provide a new filter for one filter housing annually. For a 1" thick or less media filter Day & Nite will provide and replace one media filter while on site performing the annual maintenance and leave three other filters on site for quarterly replacement by the PCC Member. For a EAC (Electronic Air Cleaner) Day & Nite will provide clean EAC cells and pre-filters. This may include exchanging your cells for other cells that have been cleaned. Day & Nite is not responsible for damaged cells, filters or power heads. Additional maintenance needed may be done at additional cost and is up to the PCC Member to order



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any additional services or repairs. This plan does not include any repairs. Commercial equipment is excluded. After Hours services may be done at additional costs.

H4 ADD U.V. AIR CLEANER, PERFECT AIR CLEANER, HUMIDIFIER OR GUARDIAN AIR FILTER

Refer to the HVAC Plan under heading for Plan H4 for a list of services included for this plan.

This plan is to cover an annual maintenance of one U.V. air cleaner, Guardian air cleaner, Perfect Air Cleaner, or Humidifier. Multiple IAQ systems will require the purchase of addition plans to be included as part of a maintenance. Replacement of U.V. bulbs and filter media are included as necessary during an annual maintenance. This maintenance will be performed while on site performing the annual maintenance for either H1, H1+, or H2. After hours services may be performed at additional costs.

This plan does not include any repairs. Commercial units are excluded.

Buy-In Option

Some plans may require a buy-in cost to enroll an existing piece of equipment to a plan. The buy-in price is a onetime fee and is non-refundable.

Term Agreement

When a Term is selected on the Annual Maintenance Plan the purchaser agrees to the plan until the term expiration. A cancellation fee is due and will be charged if the plan is canceled prior to term expiration. When the term expires the Annual Maintenance Plan will continue on a monthly basis and charges to the most current payment method will continue. After the term expires the Annual Maintenance Plan may be canceled at any time without penalty.

Pre-Paid Maintenance Plans

When the option of pre-paying for a maintenance plan for up to a year at a time is selected by the customer all payment for that time period is required prior to any PCC Membership benefits to apply. At the end of the period the customer must authorize further charges for renewal of PCC Membership and to purchase the maintenance plan for the following year. Renewal is not automatic. If renewal is not activated by a payment method, PCC Membership along with PCC Member benefits and Maintenances are canceled.

Billing

You can find the specific details regarding your Annual Maintenance Plans and PCC Membership at Day & Nite Plumbing & Heating, Inc. by calling 1.800.972.7000 or writing to Day & Nite Plumbing & Heating, Inc., 16614 13th Ave W, Lynnwood Wa 98037.

By selecting an Annual Maintenance Plans, you are expressly agreeing that we are authorized to charge you a monthly fee based on the plan(s) selected, any applicable sales tax, and any other charges you may incur in connection with your use of services of Day & Nite to the payment method you provided during registration (or to a different payment method if you change your account information). Additional charges may include services which are provided to you that are in addition in costs and services from the Annual Maintenance Plans to which you are subscribed, late fees, and cancellation fees (if applicable). The Annual Maintenance Plans fee will be billed at signing and on each monthly renewal thereafter. We will automatically bill your method of payment every month. You acknowledge that the amount billed each month may vary from month to month for reasons that include, differing amounts due to promotional offers, differing amounts due to changes in your plan, changes in the amount of applicable sales tax, and charges for late fees, NSF fees, late or missed payments, and cancellation fees (If applicable). All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. At any time, and for any reason, we may provide a refund, discount, or bonus subscription period to some or all of our members. The amount and form of such credits, and the decision to provide them, are at our sole and complete discretion. Providing credit does not set precedence for the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different payment method, or if there is a change in your credit card account or expiration date, or a change in your account information, you may edit your payment method by calling 1.800.972.7000. If your payment method reaches its expiration date, your continued use of the service constitutes your authorization for us to continue billing that payment method and you remain responsible for any uncollected amounts. Unpaid Annual Maintenance Plans fees may put the services and benefits on hold until paid or terminated.

On Going Plans

Your Annual Maintenance Plan fees will continue in effect unless and until you cancel your plan or we terminate it. You must cancel your maintenance plan before the Plan renews each month in order to avoid billing of the next month's fees to your payment method. We will bill the monthly Annual Maintenance Plan fees plus any applicable tax to the latest payment method you provided to us.



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You may cancel your Annual Maintenance Plan at anytime, and cancellation will be effective immediately. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH PLANS OR UNUSED SERVICES OR DISCOUNTS. To cancel, a written cancellation notice must be sent in to our physical address or sales@dayandnite.net. The cancellation notice must have the heading "Annual Maintenance Plan" and list the plan owners first and last name with the address to where the plan applies.

Use of Information Submitted

Day & Nite is free to use any comments, information, ideas, concepts, reviews, letters, or techniques or any other material contained in any communication you may send to Day & Nite Plumbing & Heating, Inc. ("Feedback"), including, without limitation, responses to questionnaires, satisfaction surveys, or through postings to the Day & Nite website, without further compensation, acknowledgement, or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and creating, modifying or improving the Day & Nite website or other marketing. Furthermore, by posting any feedback on our site, submitting feedback to us, or in responding to questionnaires, you grant us a perpetual, non-exclusive, royalty-free irrevocable license and right to display, use, reproduce or modify the feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Should you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against Day & Nite and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

By signing the PCC Membership Agreement you agree to communications from Day & Nite electronic, conventional mail, and phone. These communications are part of your relationship with Day & Nite and you receive them as part of the PCC Membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Acceptance of Terms, Conditions, Limitations, & Services

These Terms, Conditions, Limitations, & Services are an ongoing contract between you and Day & Nite Plumbing & Heating, Inc. (also referred to as Day & Nite) and apply to your use of services provided to you as a Annual Maintenance Plan customer and a PCC member. These Terms, Conditions, Limitations, & Services affect your rights and you should read them carefully.

The purchaser agrees to these terms, conditions, limitations, and their amendments and changes by signing the Annual Maintenance Plan and PCC Agreement. Day & Nite reserves the right, from time to time, with or without notice to you, to change terms, conditions, limitations, and services in our sole and absolute discretion. The most current version of the terms, conditions, limitations, and services will supersede all previous versions. As such, you should review the Acceptance of Terms, Conditions, Limitations, & Services for the PCC periodically.

It is your responsibility to provide current contact information including address, phone number, and email address.

Annual Maintenance Plan Agreement Requirements

You must be 21 years of age or older to sign the Agreement. Plans purchased for locations outside our service area are not eligible for any services by Day & Nite. Annual Maintenance Plan purchasers are required to provide their current address, email, and phone number to where the plumbing or HVAC system that is signed up for services. Plans are not transferable to different locations.