

Roger's Maintenance Plan Details Terms and Conditions

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How Our Plans Work

We believe in maintenance plans being customizable and tailored to what you want. We also believe, as do manufacturers that routine maintenance and cleaning is necessary to keep equipment working optimally. In any warranty agreement we've read, manufacturer warranties require annual maintenance. As such, parts and labour plans are not offered separately, but as an "Add-On" to the maintenance package you choose. We're more than happy to work through with you what plan would work best for your situation. The appliances that we offer annual maintenance plans for are listed in the maintenance overview section, where you can see exactly what will be done with annual maintenance. All of our plans are set for a minimum 12 month term.

Plan Benefits

One of the major benefits of a signing up for a plan is that maintenance stops being "another thing I have to remember to do". Our system will automatically email you the next time you're due to schedule a visit. It may be a good time to re-order any filters and pads that you may need for the year so it's one less thing to worry about. Being on a plan can also **reduce the cost of maintenance by as much as 30%!**

Choosing Your Plan

Step 1: Pick a plan based on how many appliances you want maintained annually

Option 1. Single Appliance Maintenance Plan

This option is for those that only wish to have one appliance maintained for that calendar year. This is a great option for people with only one appliance.

Option 2. Double Appliance Maintenance Plan

If two appliance maintenances are done within the same calendar year, you get a discount. Save 7% on your second appliance maintenance by getting 2 appliances maintained annually.

Option 3. Triple + Appliance Maintenance Plan

This is where we can really start to save you money. A staggering amount of people never maintain their HRV/ERVs, and whenever we see one, they're often filthy or non-functional in some way. Fireplaces are also often overlooked. If you get 3 or more appliances maintained at the same address, in the same calendar year, you save 7% on your second appliance and almost 30% on every additional appliance maintenance. This is a great way to give some of these neglected appliances the care they probably greatly need. Only 2 visits/year for maintenance are included in this.

Step 2: Add-on Labour Only/Parts and Labour plans to your maintained appliance(s)

Option 1. Labour Only Plan

You may only select this option if your existing equipment is under a parts warranty. If you are unsure about your equipment's warranty please send the serial number of your equipment to our office for warranty confirmation. There's no point in buying a parts and labour plan if parts are already covered, but parts can still break within the warranty period and lead to expensive repairs, so we offer this unique service plan. Any labour required in repairing your equipment is covered.

Option 2. Parts and Labour Plan

To maximize their peace of mind, many clients choose this add-on option. The cost to replace the majority of parts are now covered for a low monthly fee. See the plan details on page 8 for exclusions.

Option 3: Additional Appliance Maintenance Plan

If you have a 4th, 5th or 6th appliance at the same address, you can choose to get those maintained at a greatly reduced rate. You'll save almost 30% on these additional appliance maintenances. These appliances must be maintained during one of the 2 maintenance visits allotted per year.

IMPORTANT NOTE: Please be sure to read this entire document to fully understand what you are signing up for. All of our plans are subject to our terms and conditions. As with all plans offered by any hvac company, there are exclusions to take note of.

Maintenance Procedures

Maintenance is key to maintaining your equipments lifespan and efficiency. With minor adjustments and cleaning made on a regular basis we can help make your system last longer. What follows is a list of what is done during our standard maintenance routine.

Furnace Maintenance

- A complete check of all safety switches on unit
- A brush and vacuum cleaning of all fan components and compartments including each individual fan blade as required
- Exterior cleaning of secondary heat exchanger as required
- Cleaning of burners
- Check and cleaning of flame sensor
- Gas pressure safety and efficiency adjustment
- Visual check on safety of heat exchanger
- Capacitor efficiency check
- Thermostat operation check
- Visual check of exhaust and intake venting
- Condensate trap cleaning
- Combustion analysis on entire system
- Temperature rise measurement
- Humidifier operation check
- Ignition system checks

Air Conditioner Maintenance

- Capacitor check
- Condenser amperage check
- Refrigerant pressure check
- Superheat check
- Subcool check
- Temperature differential check
- Thermostat operation check
- Temperature switch check

- Condenser coil cleaning
- Evaporator coil check
- Condensate line cleaning
- Filter check

Fireplace Maintenance

- A complete check of all safety switches on unit
- Cleaning of thermocouple/sensor
- Cleaning of thermopile
- Burner check
- Cleaning of glass
- Cleaning of unit
- Thermopile mV check
- Thermostat/switch operation check
- Visual check of exhaust and intake venting
- Log placement check and correction
- Gasket Check

Tankless/Instantaneous Water Heater Maintenance

- Check of safety switches on unit
- Cleaning of air filter
- Cleaning of internal water filter(s)
- Burner check
- Check and cleaning (as required) of flame sensor
- Gas pressure safety and efficiency adjustment
- Visual check on heat exchanger
- Flush of internal heat exchanger components
- Thermostat operation check
- Visual check of exhaust and intake venting
- Condensate trap cleaning as required
- Combustion analysis on system

Heat Pump Maintenance - Excluded from Parts and Labour Plans

- Capacitor check
- Condenser amperage check
- Refrigerant pressure checks
- Superheat check
- Subcool check
- Temperature differential check
- Thermostat operation check
- Reversing valve check
- Outdoor coil cleaning
- Indoor coil check
- Condensate line cleaning
- Filter check
- Heating and cooling operation checks

Hrv/Erv Maintenance

- Cleaning of fan blades as required
- Cleaning of both filters
- Soak or dry clean of recovery core
- Cleaning of interior compartment
- Cleaning of outdoor air intake
- Cleaning of outdoor exhaust
- Operation check
- Fan interlock check if applicable
- Condensate line cleaning depending on access and if required
- Customer tutorial explaining how control works
- Customer tutorial explaining what it does and where to set it depending on client preferences
- Explanation of how to set humidifier and ventilator properly

Labour Only Add-On Details

The appliance of your choice (excludes heat pumps and boilers) will receive labour coverage for any components that break during the regular operation of the appliance. Before being covered for a labour plan, an initial maintenance must be done to ensure the appliance is in good working order before being put on a plan as well as to ensure that your equipment is eligible for such coverage. **The appliance must be under a parts warranty from the manufacturer to be eligible.** When you are no longer eligible for this coverage, you can either cancel the plan or be automatically moved to a parts and labour plan.

Full Coverage

1. Any labour associated with the repair of the appliance that is not excluded below.

Exclusions

1. Failure due to causes other than regular wear and tear (physical damage, blocked vents etc)
2. Heat pumps
3. Boilers
4. Unit replacement
5. Heat exchangers
6. Refrigerant
7. Refrigerant recovery and vacuum
8. Battery replacement
9. Issues arising from blocked filters
10. Condenser coil
11. Filters
12. Drain tubing
13. Appliance switch or breaker turned off
14. Ancillary equipment such as Humidifiers and indoor air quality equipment
15. Thermostats

Parts and Labour Add-On Details

The appliance of your choice (excludes heat pumps and boilers) will receive coverage for any components that break during the regular operation of the appliance. Before being covered for a parts and labour plan an initial maintenance must be done to ensure the appliance is in good working order before being put on a plan as well as to ensure that your equipment is eligible for such coverage.

Full Coverage

1. All components of the appliance that are not specifically excluded, or partly covered as detailed below.

Partial Coverage

1. Components with a retail value of over \$750 are covered, but the difference in cost is to be covered by the client. (Example: A motor costs \$1250 to replace. Roger's will pay \$750 of the cost of that motor and the client will pay the remaining \$500). It is very rare for a component to cost this much. In 2025 only 6 out of 388 repair calls were above this value. The \$750 value can also be used as a discount towards the cost of new equipment.

2. Thermostats are covered up to a maximum retail value of \$200.

Exclusions

1. Failure due to causes other than regular wear and tear (physical damage, blocked vents etc)
2. Heat pumps
3. Boilers
4. Unit replacement
5. Heat exchangers
6. Refrigerant
7. Refrigerant recovery and vacuum
8. Battery replacement

9. Issues arising from blocked filters
10. Condenser coil
11. Filters
12. Drain tubing
13. Appliance switch or breaker turned off
14. Ancillary equipment such as Humidifiers and indoor air quality equipment

General Terms & Conditions

1. TERM OF PLAN

Your Plan or Add-On coverage begins after you have enrolled in the applicable Plan or Add-On and your equipment has been initially maintained by one of our technicians, and remains in effect for an initial period of one year, except otherwise stated in this agreement. The initial qualifying maintenance only needs to be completed upon start up of a new plan.

2. RENEWAL OF YOUR PLAN

For your convenience, there is an automatic renewal process. Your Plan will renew each year on the anniversary of your Coverage Date (your "Anniversary Date") unless you have given us notice prior to your Anniversary Date that you do not wish to renew your Plan or Add-On, or we have given you notice prior to your Anniversary Date that your Plan or Add-On will not be renewed.

3. ADD-ON LABOUR/PARTS AND LABOUR PLAN COVERAGE

Add-On labour or parts and labour coverage applies only to single family residences, be it a house, townhouse, condominium or apartment unit, modular home or a manufactured home that has been anchored to a permanent foundation and not moved during the coverage term. Equipment located in commercial properties or in residences that are used as businesses, are not eligible for coverage. If the covered residence is a condominium, townhouse, modular home or manufactured home, coverage is limited to the equipment and systems located within the individual covered unit. Common areas or shared systems in multiple unit dwellings are not covered. If you have more than one piece of the same equipment or system, Add-On coverage is limited to the piece of equipment that we service, repair or maintain under the Add-On. Which appliance is covered will be recorded in our records.

4. PLAN CANCELLATION

We may discontinue or cancel your Maintenance Plan or Add-On at any time. If we do so and your Plan or Add-On was paid by lump sum, our liability will be restricted to issuing a refund of your Plan or Add-On on a pro rata basis as long as maintenance has not been performed yet for that 12 month period. If maintenance has been already been performed within that 12 month period, the remainder of the maintenance plan will still be due to Roger's Heating and Air Conditioning. We will complete any repairs or parts replacements covered by your Add-On for which you have notified us prior to the date the Add-On is discontinued or cancelled. We may also cancel your Maintenance Plan or Add-On if you fail to meet any of your obligations (including payment obligations). If a repair was completed within your Add-On term and the Add-On was discontinued, the remainder of the plan term cost will be owed to Roger's Heating and Air Conditioning.

If you have chosen to pay for your Plan or Add-On by way of instalments and you cancel your Plan prior to your Anniversary Date or if we cancel your Plan because you failed to meet any of your obligations (including payment obligations), you will be billed out for the remaining instalments owing for the Plan, except as otherwise stated in this agreement.

5. MOVING

If you are moving to a new residence, you have two options for your Plan:

a) Transfer your Plan or Add-On: If you move, your Plan or Add-On is transferable to your new residence provided you move within our service area. In order for the Add-On benefits to remain intact, the initial maintenance must be performed at the new property to ensure that your equipment is eligible for such coverage. If the equipment is deemed ineligible for Add-On coverage, any payments made between your successful move-in date and the time of maintenance/repair(s) will be counted towards the cost of the maintenance/repair(s).



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b) Cancel your Plan: If you choose not to transfer your Plan or Add-On to your new residence or your new residence is not located within our service area, you will be billed out for the remaining instalments of your Plan or Add-On.

6. PAYING FOR YOUR PLAN

The Plan may be paid in lump sum or by way of instalments. If you elect to pay by monthly instalments, a credit card must be provided to Roger's Heating and Air Conditioning. Your credit card on file will be charged. Applicable taxes (including HST) will be added to each instalment when billed. Our customer management software will automatically bill you on a monthly basis. Amounts will be billed in advance of the period to which they apply and are payable by the due date shown on the bill. A late payment charge will apply to all overdue amounts on your bill, including applicable taxes, at a rate of 1.5% per month or 18% per year (for an effective rate of 19.56%). All plans have a minimum billing term of 12 months. If the plan is cancelled ahead of its anniversary date and maintenance has been completed for that term, the total amount for that billing term is still owed to Roger's Heating and Air Conditioning.

7. OUR REFUND POLICY

Cancellation within 10 days

If you cancel your Plan or Add-On within 10 days and had no service completed within that timeframe, we will issue a refund for any payments made. If you have used the service within 10 days, your Plan will be cancelled and we will issue a refund for any payments made but you will be billed for the cost of the service rendered.

Equipment not eligible for service

If one of our authorized technicians deems your equipment not eligible under the Add-On coverage and you have no prior service completed under your Add-On, your Add-On coverage will be cancelled. Any payments made can be used as credits for other services with Roger's Heating and Air Conditioning.

8. MODIFICATION OF TERMS AND CONDITIONS

We may modify the terms and conditions of your Plan, including the price, by giving you notice of the changes at least thirty (30) days prior to the change in pricing. Such changes will become effective on the next billing period.

9. DIAGNOSIS, LIABILITY AND WARRANTY

Diagnosis

We will diagnose and repair equipment in accordance with the terms and conditions in this agreement as long as the equipment is:

- Located within the confines of the permanent foundation of your residence (except for a central air conditioning unit);
- Properly installed and in proper working order on the Coverage Date;
- Safely and readily accessible for diagnosis and repair by the authorized technician; and
- Located in a safe and sanitary environment for our authorized technician.

Liability

Roger's Heating and Air Conditioning tries to diagnose and repair problems on the first service visit; however, some problems may not occur while a technician is on site. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. If we do not correct or repair a problem covered by your Add-On or if a replacement part fails, our sole liability will be to correct the problem and, if necessary, to provide an additional replacement part. In no event are we liable for indirect, consequential or economic damages or for loss or damages to any person or property, indirect, consequential or incidental arising from the use or inability to use the



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equipment to the extent such may be disclaimed by law, nor do we cover any defects which are subject to a manufacturer's or distributor's recall, in-home warranty, or which are covered under a manufacturer's, distributor's or builder's program of reimbursement.

Pre-existing defects or deficiencies in existence prior to enrolment are excluded from coverage. All parts and labour covered by the Add-On must be provided by our authorized technician. We cannot reimburse you for parts and labour not done by our authorized technician.

Unavailable Parts or Non-repairable Equipment

We try to locate a replacement part or an appropriate substitute as quickly as reasonably possible, but limited availability of certain parts may result in delays from time to time. In the event that a part is no longer available or we cannot obtain it at a commercially reasonable cost, or in a reasonable way, we will not be liable for replacing the equipment. If a part requires shipment from a supplier outside of our regular supply chain, shipping costs will be paid by the customer. Expedited shipping costs are also to be covered by the client.

If the part is no longer available or the equipment cannot be repaired, either of us may terminate your Add-On.

Warranty

We make no representations or warranties as to the parts and labour, except for those that are given by statute, except as provided below. During the manufacturer's warranty period, the manufacturer is responsible for items covered under their express or implied warranties. Subject to you carrying out your obligations under this agreement and subject to the limitations set out under "Liability", we will pay for repair expense not covered by the manufacturer's warranties and covered by your Add-On and, if your Add-On has expired, we will warranty our parts and labour for 90 days after the date of the repair. We are not a manufacturer of the parts and we are not making any warranty or guarantee in respect of the parts, the supplier or the manufacturer. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law. All parts replaced under your Add-On coverage become our property.

10. EXCLUSIONS

General Exclusions: Your Plan or Add-On specifically does not cover any equipment used for commercial or other non-residential use, or any costs, including diagnosis and service, repair, parts replacement or adjustment if the equipment was used for commercial applications. Costs will further not be covered if repairs are needed because of: design faults or faults which existed before your Plan or Add-On became effective, abuse, tampering, alterations or repairs by persons other than us, accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks, the thermostat is not at the proper setting, the household electrical fuse or breaker required for the equipment is blown, the appliance has been turned off, improper sizing or application of the equipment, redecoration or renovation related work, pre-existing defects or deficiencies in existence or which have previously been repaired during the first 30 days prior the date of coverage under your Add-On, or lack of reasonable maintenance of the appliance.

Flushing of the heat exchanger and additional cleaning that is required due to insufficient or improper maintenance prior to joining the Plan or Add-On or as a result of building renovations, fire or flood are excluded from coverage under the Plan or Add-On. If required, these services will be charged to you at our standard labour rate plus applicable taxes at the time of repair.

We reserve the right not to provide coverage for certain types, brands or models of equipment. If your Add-On covers an appliance and we exercise our right not to provide coverage for such equipment, we may cancel your Add-On. Redecoration and restoration costs: The costs of redecoration and restoration costs required as a result of any work performed in connection with the Plan or Add-On are not covered.

This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects.

Your Add-On does not cover: parts, components that relate to a manufacturer's recall, providing for or closing access to covered items, except as noted in this agreement; service or repairs of equipment that are related to inadequacy or lack of capacity, improper installation, previous repair, design or any modification to the system or appliance, unless performed by us under this Agreement; electronic, computerized or energy management systems or devices, such as "Smart House" service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage; loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the equipment; rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence, intentional acts, riot, accidents, pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use; parts, components, units, components and/or any subassemblies that are covered by a manufacturer's, contractor's, builder's or installer's warranty or program of reimbursement; upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment; preventative maintenance; consumable items, including but not limited to, filters and fuses and replacement of spoiled food as a result of failure of equipment or electricity outage. Building and Zoning Code Requirements or Violations: If current building or other code violations are discovered before or during the diagnosis or repair of equipment, we shall not be required to repair or service the equipment until you complete the necessary corrective work at your own expense. If you incur additional costs or expenses in order to comply with local, provincial, or federal law, we shall not be responsible for that additional cost or expense. We are not responsible for service or repair of equipment when permits cannot be obtained and we will not pay any costs relating to permits.

Hazardous Materials

We shall not cover service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

Equipment not Eligible for Coverage

- Ductless wall units
- High velocity units
- Equipment serving more than three dwelling units
- Heat Pumps
- Boilers

Equipment not Readily Accessible by an Authorized Technician

Circumstances where equipment is not readily accessible for an authorized technician includes, but not limited to, instances where your equipment is located in a crawl space, attic or an area where an authorized technician cannot safely or easily access. In such instances, we will not provide service and will deem your equipment ineligible for service. If one of our authorized technicians deems your equipment ineligible for service under the Plan or Add-On, we will terminate your Plan or Add-On.

Thermostat Coverage

If your Add-On includes thermostat coverage and your thermostat fails, we will provide a replacement with a make or model of our choice. This will not include smart or wi-fi thermostats, zone thermostats/controls, energy management controls or batteries for programmable thermostats. For greater certainty, smart thermostats include home automation devices responsible for controlling a home's heating and sometimes air conditioning and allow the user to control the temperature of their home throughout the day using a schedule, such as setting a lower temperature at night, and allow the thermostat to control the HVAC system and optimize it to the user's lifestyle. If at the time of failure you decide you would prefer a different thermostat, the cost will be our retail cost -\$200 (maximum thermostat cost covered).

11. STANDARD TERMS

Personal Information

We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers and trusted software that we use, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement. In light of this, you hereby: (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you). You may opt out at any time by contacting our office; and (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section. You may contact our office to discuss any questions or concerns related to your personal information, how your information is being handled, or to request that your personal information be revised or removed from our promotional list by telephone at: 613-749-0744. You may also contact us by email at: admin@rogersheating.ca. You may also request the names of any organizations that we use regularly in the day-to-day business of our company.

Technician Safety

No service or repairs under the Plan or Add-On will be provided if our authorized technician refuses to enter a residence due to the presence of animals, insects, unsanitary conditions or unsafe conditions, or is unable to provide service due to equipment that is not readily accessible. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably, we may, in our sole discretion, terminate your Plan or Add-On.

Governing Law

This Agreement is governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein.

Entire Agreement

This Agreement, including any supplemental terms and conditions, welcome letter(s), renewal letter(s) and completed enrolment form(s) is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out herein.

Conflict

If there is a conflict or inconsistency between the information on the enrolment form and this Agreement, this Agreement takes priority to the extent of such conflict or inconsistency.

Assignment

We may assign any or all of our rights and obligations under this Agreement or pledge the Agreement or proceeds thereunder as security for any obligation, without your permission. If you want to assign this Agreement to anyone else, you will need our written consent to do so.

Notice

We can provide notice to you by personal delivery, mail (including registered mail), phone or by e-mail. If the e-mail addresses which you have provided us changes, you will need to give us your updated e-mail address.

Force Majeure

We are not responsible for failing to perform our obligations or for any loss to you under this Agreement if we are prevented from doing so by events or circumstances beyond our control.