



Invoice 59868666
 Invoice Date 7/25/2023
 Completed Date
 Customer PO
 Payment Term Due Upon Receipt

Billing Address
 Hebert, Daniel
 715 Ellenwood Drive
 Canton, GA 30115 USA

Job Address
 Hebert, Daniel
 119 Holly Place
 Holly Springs, GA 30115 USA

Description of Work

Task #	Description	Quantity	Your Price	Your Total
Renewal1-001	Comfort Club Plan A Renewal 1 Unit, 1 Year (20% discount)	1.00	\$149.00	\$149.00

Paid On	Type	Memo	Amount
7/25/2023	Credit Card		\$119.00

Sub-Total \$149.00
Tax \$0.00
Total Due \$149.00
Payment \$119.00
Balance Due \$30.00

AUTHORIZATION OF WORK-

PAYMENT OF THIS INVOICE/CONTRACT IS DUE UPON COMPLETION OF WORK. I, the undersigned, am owner / authorized representative / tenant of the premises at which the work mentioned above is to be completed. I hereby authorize Comfort Zone Heating & Cooling to perform recommended work and use such materials and labor as Brian Harkins deem advisable. I have read this contract, including terms and conditions and agree to be bound by all of the terms and conditions herein Terms and Conditions. I have received a copy of this contract.

I hereby authorize Comfort Zone Heating & Cooling to proceed with the work at the Contract Price of \$149.00.

7/25/2023

Acknowledgement of Completed work

PAYMENT OF THIS INVOICE/CONTRACT IS DUE UPON COMPLETION OF WORK. I, the undersigned, am owner / authorized representative / tenant of the premises at which the work mentioned above was completed. I hereby Acknowledge Comfort Zone Heating & Cooling has performed the recommended work to my satisfaction. I have read this contract, including terms and conditions and agree to be bound by all of the terms and conditions herein.

I hereby authorize Comfort Zone Heating & Cooling to collect for the work performed at the Contract Price of \$149.00.

7/25/2023

I authorize Comfort Zone Heating & Cooling to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

7/25/2023

Terms and Conditions of Sale

PAYMENT TERMS: The entire invoice is due upon completion of described work unless otherwise specified in writing. Any payment not received within 30 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid. If applicable, sales tax is included in the price. If Seller commences litigation or employs attorneys to collect payment for any amount from Buyer, Buyer agrees to pay reasonable costs and attorney's fees which may be due.

COLLECTON COSTS: Customer agrees that it shall pay all expenses incurred by Seller for the collection of any delinquent accounts including, but not limited to, actual attorney's fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the state in which the work was preformed.

WARRANTIES, AND LIMITATION OF WARRANTIES: Seller warrants that all work performed and all parts and equipment which were installed in the servicing of heating and air conditioning unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period of 365 days from date said work was performed or manufacturers warranties, whichever is longer. Seller's obligation for defective products and/or workmanship or any damage caused thereby, and Buyer's exclusive remedy, shall be limited, at Seller's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditioned upon seller receiving actual written notice of said defect within 365 day period noted herein.

THE FORGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCPET OF TITLE) FROM SELLER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANT AND FITNESS FOR PARTICULAR PURPOSE SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITES ARISING OUR BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM COURT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILTY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKING, ACT OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.

RESTRICTION OF THE PERIOD LIMITATION OF ACTION: Any legal action, initiated by Buyer, relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of work. Buyer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) days of receipt.

ALTERATIONS: Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by this Seller, will be cause to terminate Seller's obligation under the contract.

EXCLUSION OF COURSE OF DEALING: It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify or contradict in anyway.