

TERMS & CONDITIONS

The following rules ("Terms and Conditions") govern this offer and the services that may be offered. Please read the following Terms and Conditions carefully.

By requesting any of the services related to our offer, you understand and expressly agree to be legally bound by these Terms and Conditions and to follow these Terms and Conditions and all applicable laws and regulations. If you violate these Terms and Conditions, we (A. Johnson Heating, Cooling & Plumbing and/or GreenHomes America) may terminate your request for services.

This offer is available only for single-family detached homes.

This offer is only between You and A. Johnson Heating, Cooling & Plumbing. GreenHomes America is not a party to this offer or any services that you may receive.

You must allow A. Johnson Heating, Cooling & Plumbing to perform the full scope of improvements suggested by its Certified Advisors as necessary to achieve the benefits of this offer.

This offer will apply to the major appliances (such as refrigerators, washer, dryers, hot water heaters, pool heaters, hot tubs, etc.) in the home at the time the services are performed, or installed as suggested by A. Johnson Heating, Cooling & Plumbing. You must agree to the list of all such appliances in the home at the time of the audit and improvements.

This offer will be based upon the square feet of the living space at the time audit. If You add any living space or make other structural improvements after the services are performed, then this offer shall immediately be null and void.

Representations by You

By requesting any service, you represent, warrant and covenant that (a) you are at least 18 years old; (b) that you are a resident of the United States; (c) you are the customer who registered for the services; (d) that you are using the services only for permitted purposes; and (e) you are not a competitor of A. Johnson Heating, Cooling & Plumbing and/or GreenHomes America, or agent thereof;.

Typographical Errors

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from a supplier, we shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account in the amount of the charge.

Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order.

Sales Taxes

We shall automatically charge and withhold the applicable sales tax for orders to be delivered.

Specials, Promotions and Sweepstakes/Contests

Please read any official rules that may accompany a special offer, coupon, discount, contest and sweepstakes that we may offer or conduct.

Links

Our sites may link to other sites operated by third parties. We have no control over other sites or their content and cannot guarantee, represent or warrant that the content of these sites is accurate, legal and/or inoffensive. We do not endorse the content of other sites, and cannot warrant that these sites do not contain viruses or other features that may adversely affect your computer. However, if you have a problem with a link from any one of our sites, please notify us and we will investigate the link and take appropriate action.

Compliance With Laws

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of our sites and your purchase of products or services. We may, in our sole discretion, report actual or perceived violations of law to law enforcement or appropriate authorities. If we become aware, through a complaint or otherwise, of any potential or suspected violation of these Terms and Conditions or our privacy policy ("Privacy Policy"), we may (but are not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation we may suspend services to any customer being investigated and/or remove any material from our servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of the Terms and Conditions or the Privacy Policy could be subject to criminal or civil penalties.

Feedback

We welcome all comments, feedback, information, or materials ("Feedback"), which you submit to us by email or otherwise through or in conjunction with any one of our sites. Please note that Feedback shall be considered non-confidential and become our property. By submitting Feedback to us, you agree to a no charge assignment to us of all right, title and interest in copyrights and other intellectual property rights on a worldwide basis to the Feedback. We shall be free to use Feedback on an unrestricted basis.

Guarantee and Disclaimers

WITH RESPECT TO OUR GUARANTEES, OUR SOLE MAXIMUM LIABILITY WILL NOT BE MORE THAN TO REFUND THE PURCHASE PRICE OR TO REPLACE AND DELIVER EQUIVALENT PRODUCT ITEMS, AS APPROPRIATE, AS SOON AS REASONABLY POSSIBLE. THE APPLICABLE GUARANTEE MUST BE BROUGHT WITHIN THIRTY (30) DAYS AFTER DELIVERY OR WE SHALL NOT BE LIABLE AND YOU WILL HAVE WAIVED ANY AND ALL RELATED CLAIMS REGARDING SUCH PRODUCT ITEMS.

WITH RESPECT TO INCENTIVES FROM LENNOX, NYSEDA, THE UNITED STATES OF AMERICA, AND ANY OTHER PARTY, FINAL INCENTIVE AMOUNTS ARE AS DETERMINED BY THE PARTY OFFERING THE INCENTIVE AND ACCORDING THE REQUIREMENTS OF SUCH PARTY. WE DISCLAIM ANY LIABILITY REGARDING THE RECEIPT OR FAILURE TO RECEIVE ALL OR ANY PORTION OF SUCH INCENTIVE AWARDS.

WHILE WE ENDEAVOR TO PROVIDE THE MOST ACCURATE, UP-TO-DATE INFORMATION AVAILABLE, THE DIRECTORIES AND INFORMATION ON OUR SITES MAY BE OUT OF DATE OR INCLUDE OMISSIONS, INACCURACIES OR OTHER ERRORS. OUR SITES AND THE MATERIALS THEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT PROMISE THAT OUR SITES OR ANY SERVICES OFFERED ON OUR SITES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE USE OF OUR SITES OR ANY CONTENT, SEARCH OR LINK ON THEM WILL PROVIDE ANY SPECIFIC RESULTS.

EXCEPT AS EXPRESSLY STATED HEREIN, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, GUARANTEES, WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO SERVICES OFFERED, PRODUCTS SOLD ON OUR SITES, OUR SITES AND OUR SITES' USE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may have other rights which vary from jurisdiction to jurisdiction.

Limitation of Liability

YOU AGREE THAT, EXCEPT AS EXPLICITLY SET FORTH HEREIN, A. JOHNSON HEATING, COOLING & PLUMBING, GREENHOMES AMERICA, THEIR DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES RELATED TO PRODUCTS SOLD OR THE OPERATION, CONTENT OR USE OF OUR SITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY IS COMPREHENSIVE AND APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, REVENUES, DATA AND USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, RELATED TO OUR PRODUCTS OR YOUR ACCESS TO, AND USE OF, OUR SITES OR ANY OTHER HYPER-LINKED THIRD PARTY WEB SITE, EVEN IF WE HAVE BEEN ADVISED OF, OR ARE AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Advertising

The site may contain advertisements and/or sponsorships. The advertisers and/or sponsors that provide these advertisements and sponsorships are solely responsible for insuring that the materials submitted for inclusion on the site are accurate and comply with all applicable laws. We are not responsible for the acts or omissions of any advertiser or sponsor.

Applicable Law

You agree that any legal action brought against us shall be governed by the laws of the State of New York, without regard to conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of or orders made on any one of our Sites shall be an appropriate federal or state court located in New York. We make no representations that the content in our sites is appropriate for access outside the United States. Those who choose to access any one of our sites from outside the United States do so on their own initiative and are responsible for compliance with local laws. If any provision within the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and all remaining provisions shall be enforced.

Severability

If any provision of the Terms and Conditions is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Headings

Section titles in the Terms and Conditions are for convenience and do not define, limit, or extend any provision of the Terms and Conditions.

How to Contact Us

If you have any comments or questions, please do not hesitate to contact us at <http://www.yeswefixit.com/contact.htm> or at 1-518-725-6773, or write us at:

A. Johnson Heating, Cooling & Plumbing
992 State Highway 29A
Gloversville, NY 12078