

BILL TO Bruce Buckley 1919 New Cut Road Lexington, NC 27292 USA Michael & Son Services 7341 W Friendly Ave Ste H Greensboro, NC 27409 (336) 278-1258 www.michaelandson.com

INVOICE 1767952 INVOICE DATE May 31, 2024

JOB ADDRESS Bruce Buckley 1919 New Cut Road Lexington, NC 27292 USA **Completed Date:** 5/31/2024 **Technician:** Jonathan Kehr

Payment Term: Due Upon Receipt Due Date: 5/31/2024

DESCRIPTION OF WORK

Day 1, called client 45 minutes prior to arrival, met client on site, went over work to be preformed, verified job details, installed new furnace coil in basement, installed most of the trunk line, and the filters of the return,

Day 2, finished the rest of the trunk line, wrapped and installed all boots through floor, cut sticky collars into trunk line, ran 9 flex runs out of 14,

Day 3, finished flex runs, ran return ductwork, ran lineset,

Day 4, completed work, went over operation of thermostat and paperwork with

Carrier Infinity 19, 3 Ton 96% w/ Infinity Furnace 17 SEER 9.5 EER 16 SEER2 96% AFUE ARI # 210232368 Wi-fi Thermostat 3 ton 5 Stage Cooling System 2 Stage Heating System Variable Speed **Includes 1 Year Service Agreement** *10 Year Labor Warranty 10 Year Parts Warranty 10 Year Compressor Warranty Lifetime Heat Exchanger Limited Warranty Optimal humidity and temperature control WeatherArmor[™] Ultra protection

TASK	DESCRIPTION	QTY	PRICE	TOTAL
RA.SYSTEMREPLACE	CE Package Price: \$22,020	1.00	\$26,352.00	\$26,352.00
	Extras & Options: \$7,095			
	Sub Total: \$29,115			
	Code Compliance: \$375			
	Total: \$29,490			
	HCA Discount \$2,949			
	Total Due: \$26,541			
		1.00	\$0.00	\$0.00
Preferred HCA	Preferred HCA - One Year Term, 4-Inspections	1.00	40.00	φ 0.00
		1.00	÷0.00	AMOUNT
PAID ON 6/3/2024Carrier Ac		lan: 4115 Ticket #		
PAID ON 6/3/2024Carrier Ac	1 E M O ccount #: 4731 Authorization #: 003523 Amount: \$26,352.00 P	lan: 4115 Ticket # 2:36 PM	: 1767952	AMOUNT \$26,352.00
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BALANCE DUE \$0.00

Thank you for choosing Michael and Son for your home service needs today. If you have any issues with your service or have any questions about this invoice, please contact us at 1-800-948-6453 or email us at proudson@michaelandson.com. We appreciate the opportunity to serve you.

North Carolina Licenses: 35024 (Mechanical) 35024 (Plumbing) L19962-01 (Electrical) CUSTOMER AUTHORIZATION

No other work to be performed or completed except as expressly stated above.

Any changes to proposal must be made in writing, signed by both parties, and paid for before the work can be performed.

This proposal may be withdrawn by the Company if not accepted within 30 days.

Waiver of Rescission: Due to emergency repair, I waive my right of rescission so work can be done immediately. I understand my right of rescission as stated below.

You, the buyer, may cancel this transaction any time prior to midnight of the third business day after the date of this transaction. If the buyer cancels this contract after the third business day from the date of this transaction or at any time after signing a waiver of buyer's rights of rescission of said contract, buyer agrees to pay the company as liquidated damages a sum equivalent to (25%) twenty-five percent of the entire contract price. If you decide to cancel this transaction, you may

do so by notifying us in writing by email or by personal delivery:

Michael & Son Services 7341 W Friendly Ave Ste H Greensboro, NC 27409 proudson@michaelandson.com

You may use any written statement that is signed and dated by you and states your intention to cancel. If you cancel by email, you must send a notice no later than midnight of the THIRD DAY from today.

Notice: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Any reference to "the company" in this contract shall be construed to mean the Company.

Terms: Payment expected at time of service.

The person signing below represents that (he is) (she is) (they are) the (owner) (owners) or have authority to act on behalf of the owner(s) of the property described in this contract. It is understood that the entire contract is contained in this agreement and that no other agreement or understanding, verbal or written, shall be binding on the company, and that this contract becomes effective only upon written acceptance by the company after which this contract is not subject to cancellation.

The Company shall not be held liable in damages for delays in performance of this contract due to causes beyond its reasonable control. Any such delays do not constitute abandonment and are not included in calculating time frames for payment or performance. Workmen's compensation and public liability insurance are provided but the company agrees to execute all necessary papers or forms to enable Company to obtain payment for equipment, labor, and material which would be involved pertaining to this contract.

Michael & Son Services, Inc. complies with all local requirements for building permits, inspections, and zoning.

As a consumer, you have certain rights, including for door-to-door solicitations, under state consumer protection laws. Please see the applicable rules for your respective state for more information: Virginia: https://www.oag.state.va.us/consumer-protection/index.php/laws-cases Maryland: https://www.marylandattorneygeneral.gov/pages/cpd/default.aspx North Carolina: https://ncdoj.gov/protecting-consumers/ District of Columbia: https://oag.dc.gov/consumer-protection

Customer acknowledges and accepts that Michael & Son Services, Inc. uses electronic documents and captures electronic signatures from customers for authorizations of work and acceptance of work.

Authorized Amount: \$26,696.36 Service Location Name: Bruce Buckley Service Location Address: 1919 New Cut Road, Lexington, NC 27292 USA

Sign here

In Mry

Date 5/31/2024

CUSTOMER ACKNOWLEDGEMENT

SPECIALITY SERVICES: BUILDING (BLD), COMMERCIAL IMPROVEMNET (CIC), ELECTRICAL (ELE), GAS FITTING (GFC), HEATING VENTILATION & AIR CONDITIONING (HVA), HOME IMPROVEMENT (HIC), PLUMBING (PLB)

1. Michael & Son Services, Inc. ('Company') warrants that the Scope of Work will be completed in a workmanlike manner, and in compliance with all local requirements for building permits, inspections and zoning. The obligations of Company are backed by the full faith and credit of the Company.

2. Client warrants that except as described in the request for Service, all electrical, plumbing, HVAC, Restoration, and Handyman services located on the property are in good repair and condition and agrees to indemnify the Company for any defective conditions that exist prior or that occur after performance of the Services through no fault of the Company, such defective conditions including but not limited to the following: improper or faulty plumbing; settled or broken lines; existing illegal conditions; defective roofing; rusted or defective pipes; improperly charged systems; acids in the drain system; and faulty air movement. Client is responsible for protecting the components for which Company provides from future damage and shall follow all instructions provided in maintaining and protecting such components. Client shall remove or protect personal property, inside and outside of the residence and/or structures, including but not limited to carpets, rugs, shrubs and plants, and Company shall not be responsible for said items. Company shall not be held responsible for natural consequences of the Company's work which may cause damage to improvements to real property and appurtenances to the residence.

3. Company warrants its services, from the date of performance of the services as follows with respect to the components replaced, repaired and/or serviced by Company shall operate in the manner in which they operate: a) for a period of 5 years for electric services; b) 1 year for plumbing services; c) 1 years for services that entail construction of new components. With respect to Services that consist of drain cleaning services, there is no warranty of any kind, unless otherwise indicated on the Invoice. The foregoing warranties are with respect to the Services provided only, and do not extend to the actual components. In the event of a failure of the components (that is not a result of the Services), Client shall be responsible for all necessary repairs. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS WARRANTY IS REPAIR AND/OR REPLACEMENT IN COMPANY'S SOLE DISCRETION. Company will not be held responsible for any drain line stoppages or damages to the existing waste pipe while attempting to clear an obstruction to said piping or fittings. Notwithstanding the foregoing, no warranty will be given for repair or replacement of the following types of water pipes: quest piping, manifolds or fittings, polybutelene pipe or fittings including the new connection point. All warranties are void if payment is not made when due. Warranties extend only to Client and are not transferable to successor owners or tenants. If a defect in materials or workmanship covered by this warranty occurs, Company will with reasonable promptness during normal business hours remedy the problem. Company shall not be held responsible for water or any other damage caused by repairing a defect. Company cannot and does not warrant any product provided by Client, or offer any warranty on products longer that the manufacturer's warranty. Light bulbs or lamps have no warranty. Company will not provide an itemized breakdown of material and labor for a flat rate job; however Company will provide an itemized list of all materials used to perform the necessary repair upon request. Company is not responsible for work performed by or materials installed by anyone other than Company. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY COMPANY ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Manufactures' warranties on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned to Client. Company shall deliver to Client all warranty information in its possession. Client is responsible for compliance with any notice and claim procedure set forth. Company does not adopt and is not bound by any such product warranty.

4. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore the parties knowingly, voluntarily and intentionally waive any right which any party may have to trial by jury in respect of any proceeding, litigation or counterclaim based on, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. Under no circumstances shall Company be liable for special, incidental or consequential damages (including but not limited to, loss of the use of the subject property, damage to any property not furnished by Company, or attorney's and/or expert fees and costs) regardless of the form of action or legal theory under which any claim is asserted.

5. This Agreement shall be governed by the laws of the state of North Carolina without regard to its conflicts of law principles. The exclusive venue for any and all legal action based on, or arising out of, under or in connection with this Agreement shall be in the State and Federal Courts for the City of Alexandria. In the event of a material breach of this Agreement by Client, including nonpayment, Company shall be entitled to recover its reasonable attorney fees and costs in an amount not less than 30% of the total amount of damages. In the event that Company files a mechanic's lien related to this Agreement they shall be entitled to attorney fees of 30% of the mechanic lien. A late fee of 1.5% per month shall be

applied to any amounts owed by Client to Company after thirty (30) days.

6. This Agreement is not assignable without the written consent of both parties. This is the entire agreement, which includes the accepted proposal and any invoices. The parties are not bound by any oral expression or representation. This Agreement binds jointly and severally all signing as Client, their heirs, representatives, and successors. Any modifications to the Contract, change orders or estimated completion date, must be in writing signed by both parties.

7. Any time estimate for completion of the job is only an estimate and may be impacted by weather, permit delays, inspection delays, availability of material, etc. Delays causes by the above events do not constitute abandonment and are not included in calculating time frames for payment or performance.

8. Under the applicable Mechanic's Lien Laws any contractor, subcontractor, laborer, or other person who helps to improve your property, but is not paid for their services or supplies, may have the right to enforce a claim up to and including placing a lien on your property in the event of nonpayment.

9. Client shall have the right to cancel this Contract within 3 days of signing the Contract, except that Client shall not have the right to cancel once (1) work has been authorized by Client and (2) work has commenced. In the event of cancellation after specialty components are ordered, but before work is commenced, Company may charge the cost of such components plus a 25% cancellation fee.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original. For purposes of this agreement, electronic and scanned signatures have the same force and effect as original signatures.

Invoice Total: \$26,352.00 Service Location Name: Bruce Buckley Service Location Address: 1919 New Cut Road, Lexington, NC 27292 USA

Mr fik

Sign here

Date 5/31/2024