



John Moore LLC
 10005 W. Sam Houston Pkwy. N., Suite 200
 Houston, TX 77064
 Toll Free: 1-877-730-2525

Project 137941294
 Estimate number(s) 137939772
 Invoice Date 1/8/2020
 Completed Date 1/8/2020
 Customer PO

Plumbing. Air Conditioning. Heating.
 Pest Control. Lawn Treatment. Remodeling.
 Roof Replacement & Repair.

Billing Address
 James Kilman
 12410 Long Leaf Drive
 Conroe, TX 77303 United States

Job Address
 James Kilman
 12410 Long Leaf Drive
 Conroe, TX 77303 United States

Description of Work

Task #	Description	Quantity	Your Price	Your Total
AGVL352	John Moore 100,000 BTU Single Stage Furnace. 10-Year Parts and 1-Year Labor Limited Warranty. See terms and conditions for details.	1.00	\$4,999.99	\$4,999.99
APLN65	Return Plenum 3.5-5 Ton (Installed by Install Team). 2-Year Parts and Labor Limited Warranty. See terms and conditions for details.	1.00	\$699.99	\$699.99
AGVL350	John Moore 5.0 Ton 14 SEER Condenser. 10-Year Parts and 1-Year Labor Limited Warranty. See terms and conditions for details.	1.00	\$6,999.99	\$6,999.99
DoNotUse351	John Moore 5.0 Ton 14 SEER Coil. 10-Year Parts and 1-Year Labor Limited Warranty. See terms and conditions for details.	1.00	\$4,299.99	\$4,299.99
APLN61	Supply Plenum (Installed by Install Team). 2-Year Parts and Labor Limited Warranty. See terms and conditions for details.	1.00	\$499.99	\$499.99
ACIPR001	Media Filter Promo - Free with Complete System	1.00	\$0.00	\$0.00
ACDC10	Variable Rate Discount	1.00	-\$543.00	-\$543.00
10YRWarranty	10YRWarranty - 10-Year Parts Limited Warranty 10-Year Labor Limited Warranty. See terms and conditions for details.	1.00	\$0.00	\$0.00
RETR_RVT08	2 story reset cap and collar STEEP	1.00	\$599.99	\$599.99
AB001	Hvac Rock pit french drain for 1 unit 2'x2'	1.00	\$0.00	\$0.00
AB005	Hvac pvc drain line replacement per ft	10.00	\$0.00	\$0.00
ADCT96	Duct Work (per 25' run) Installed by Team. 1-Year Parts and Labor Limited Warranty. See terms and conditions for details.	2.00	\$369.99	\$739.98
ACDC09	jumper ducts	1.00	-\$739.98	-\$739.98

Paid On	Type	Memo	Amount
1/8/2020	ACH		\$5,000.00
1/10/2020	Service Finance	Funded by Service Finance 1/10/2020	\$12,556.94

Sub-Total	\$17,556.94
Tax	\$0.00
Total Due	<u>\$17,556.94</u>
Payment	\$17,556.94
Balance Due	\$0.00

Regulated by the Texas Department of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov TACLB38048E Texas State Board of Plumbing Examiners 929 East 41st Street P.O. Box 4200, Austin, TX 78765 (512) 458-2145 Joseph Bany M-38638 / TPCL11201 / TECL22839

*Finance payment listed as \$.01 amount is a placeholder only. The actual finance payment is currently pending until the work is complete and the finance lender releases funds to John Moore. A revised invoice showing the full finance payment applied will be provided at that time.

I authorize John Moore LLC to convert my check to an electronic funds transfer or paper draft and to debit my account for the amount of the transaction. In the event that my draft or EFT is unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT.

I am 100% satisfied with the completion of the agreed upon work performed up to now.

With the current proliferation of litigation and work-related claims, particularly with respect to mold infestation, economic reality prevents John Moore LP ("JMoore") from being paid a relatively small payment for work and services provided to its customers while incurring the risk of huge liabilities for such work. Accordingly, JMoore can only permit the work and services provided in this work order ("Work Order") subject to the Terms and Conditions and the Limited Express Warranty for Repairs below.

TERMS AND CONDITIONS

It is agreed that John Moore LP is not responsible for the following:

1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
2. Additional plumbing work beyond that specifically mentioned in the estimate and proposal including, but not limited to, that which may be required because of pre-existing code violations or additional work revealed to be necessary as a result of performing the specified work.
3. Any repairs, installation, removal or replacement of non-service items or activities including but not limited to, concrete, paving, asphalt slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, Sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal, gutters, downspouts, brick, stonework, extension walls, steel and other framework.
4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing system.
5. Pre-existing defective conditions, including but not limited to: defective roofing, improperly changed systems, faulty air movement, and electrical defects.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants and insurance companies.

This written Work Order, including the Terms and Conditions, the Limited Warranty, and, if applicable, Supplement "A" and/or Supplement "B" to the Work Order, is intended to be a complete and exclusive statement of the terms and provisions of the agreement between the parties hereto, and verbal understandings and agreements with JMoore representatives shall not be binding unless set forth herein.

LIMITED EXPRESS WARRANTY FOR REPAIRS

This limited express warranty is only for the labor costs associated with the repair of equipment sold and installed by John Moore LP. See the manufacturer's warranty details for equipment parts coverage.

Customer agrees to the following terms and conditions:

TERM: The term for this limited express warranty for repairs starts on the DATE of the installation to be covered by this warranty. Warranty protection is for the term indicated on the purchase invoice. At the

sole discretion of John Moore LP, this warranty may expire upon replacement of any equipment or part covered under the warranty, or upon change in ownership or control of the equipment or structure housing covered equipment.

TRANSFER: This limited express warranty covers the owner of the owner-occupied residence as of the effective date above and his/her spouse. The agreement is good only for the original customer at the residence at which the equipment is originally installed. The agreement is NOT transferable to any other owner or any other location.

COVERAGE: Coverage is only for the repair of equipment sold and installed by John Moore LP as described in the original work invoice (installed and used in accordance with manufacturer's specifications in residential homes ONLY). If the covered manufactured equipment or internal functioning parts fail due to a mechanical or electrical breakdown during the warranty period, John Moore LP will perform repairs, and, if necessary, furnish an applicable replacement part of like kind and comparable model, subject to the terms and conditions of this limited express warranty and the manufacturer's warranty for parts. This limited express warranty does NOT cover repairs to equipment owned by the customer before the installation of equipment by John Moore LP. Further, this limited express warranty does NOT cover any equipment failures due to a manufacturing defect. John Moore LP does not guarantee that the material or workmanship of equipment supplied by the manufacturer is free of defect.

CUSTOMER'S RESPONSIBILITY: In order to keep this limited express warranty for repairs valid, customer must have all applicable equipment (water heaters, HVAC, electrical panels) serviced and maintained at least once annually by John Moore LP plus repairs completed as recommended. Customer must keep maintenance records validated by John Moore LP, or keep receipts showing dates and service performed. This warranty does not cover any labor expenses for annual maintenance. All such labor expenses are customer's responsibility. The customer agrees to notify John Moore LP of any unusual operating conditions or unsatisfactory operating status for any covered equipment/component or this limited express warranty may be voided. The customer is solely responsible for registering any applicable equipment with the manufacturer.

CLAIM SUBMISSION. To schedule inspection and diagnose to determine that the failure is covered by this Agreement, Customer must call John Moore LP during regular business hours, which are subject to change based on time of year.

AUTHORIZED SERVICE. Customer cannot attempt to service the equipment him/herself or allow any service company other than John Moore LP to work on the covered equipment, unless John Moore LP consents to the work in writing. Unauthorized service on the equipment will VOID the warranty coverage.

LOCATION OF SERVICE. Service will be provided only at the address indicated on Customer's purchase invoice for the product or work covered.

SCHEDULING OF SERVICE. The scheduling of the service outlined in this limited express warranty is the sole responsibility of the customer. The services outlined in this warranty will be performed during regular business hours, which are subject to change based on time of year.

EXCLUSIONS: Environmental or weather conditions outside of manufacturer specifications, fire, shifting soil, or other acts of God (including but not limited to lightning strikes, flooding, and wind damage). Modification, abuse, negligence, misuse of equipment or unit. Equipment listed must be used for its sole purpose (i.e., water heater to heat water, furnace to heat air, etc.). Appearance: Features, aesthetics, paint and cabinet parts, knobs, and buttons. Unintended use, abuse, and accidental damages: Consequential or otherwise caused by rust, oxidation, brownouts, corrosion. Use of equipment for purposes or in locations not normally intended, or if covered equipment is moved from its original installation location in the original home. Wiring/Electrical: Low or high voltage wiring external of unit, fuses, breakers. Loss of efficiency: Due to normal wear and tear, overrated capacities, modifications, or poor water conditions. Connections points: Does not include connections points, only the pipes and fittings. Lack of maintenance, vandalism, power surges, rodent activity. Non-maintainable or wearable components, including but not limited to T&P valves, flappers, cartridges, gaskets, fill valves, supply lines, angle stops, shut-off valves, capacitors, contactors, receptacles, switches, and existing light fixtures. Abnormal wear and tear caused by outside factors, such as foreign debris, sand, dirt, metal flakes. Accessories or add-ons: Failure due to defects or damage caused by the use of any attachment, including energy saving device, not authorized by the manufacturer and John Moore LP. Service Delay or Failure: Due to Acts of God, war, governmental regulations, or other causes beyond the direct control of John Moore LP. Geographic Limitations: Coverage under this contract is limited to John Moore LP's regular geographic service area at the time of the claim for repair. Unavailable Parts: John Moore LP is excused from coverage should parts needed to implement repairs become unavailable. Change in Regulations: John Moore LP is excused from coverage in the event that any applicable governing body implements any new or revised rules or laws that require additional/revised servicing or replacement of equipment.

LIMITATION OF LIABILITY

There are no warranties that extend beyond the description on the face hereof. Disclaimed warranties include, but are not limited to, express warranties outside this limited express warranty, the implied warranty of merchantability, and all implied warranties for fitness for a particular purpose.

INCIDENTAL/CONSEQUENTIAL DAMAGES: John Moore LP will not be held liable for consequential or incidental damages related to the breach of limited express warranty or related to the electrical or mechanical breakdown of equipment covered by this limited express warranty, except in the event of personal injury to a consumer, as defined by Texas law.

MEDIATION: If a dispute arises out of or relates to this contract or limited warranty, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties first agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, or some other dispute resolution procedure.

This mediation clause survives the termination of this contract and limited warranty.

No action arising out of any claimed breach of this limited express warranty may be brought by a customer more than two (2) years after the cause of action has arisen.

GOVERNING LAW: This limited express warranty shall be interpreted in accordance with the laws of the State of Texas.

SEVERABILITY AND CONSTRUCTION: This limited express warranty shall be interpreted in such a manner as to be valid and enforceable and to effectuate the intent of the parties. If any provision of this warranty is held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of such provision shall not affect in any way whatsoever the remaining provisions of this warranty.

BINDING EFFECT: Upon execution, the limited express warranty shall become binding on John Moore LP, as well as the customer.

This warranty gives you specific legal rights. To obtain services or information under this warranty, purchaser should contact John Moore LP by mail or telephone at:

John Moore LP www.johnmooreservices.com 10005 W. Sam Houston Parkway North Suite 200 Houston, Texas 77064 (281) 949-5353

Financing available with approved credit on jobs over \$1,000 (\$3,000 **; \$3,000 ***). Financing offers a no payment - no interest feature (during the "promotional period") on your purchase at an APR of 17.99%* (APR of 6.99% **; APR of 9.99% ***). No finance charges will accrue on your account during the promotional period, as set forth in your Truth in Lending Disclosures, and you will not have to pay a monthly payment until the promotional period has ended. If you repay your purchase in full before the end of the promotional period you will not have to pay any finance charges. You may also prepay your account at any time without penalty. Financing is subject to credit requirements and satisfactory completion of finance documents. Any finance terms advertised are estimates only. Normal late charges apply once the promotional period has ended.