443-843-HVAC | info@fenwickhvac.com
Licenses: MD #56885 | DE #HM-0011443 | VA #2710069333

KEY TERMS

1. 3-YEAR INSTALLATION WARRANTY. Includes a one-year installation warranty, extended to three years with a prepaid maintenance agreement for years 2 and 3.

2. MAINTENANCE INCLUDED. Installations include up to two scheduled maintenance visits in the first year, depending on installation date and the annual maintenance schedule.

3. EQUIPMENT REGISTRATION ASSISTANCE. Fenwick HVAC registers new equipment or assists customers with manufacturer warranty registration.

This summary is for convenience. The complete Terms below govern coverage, exclusions, and responsibilities.

1. Scope and Contract Documents

1.1 Applicability

These terms govern equipment installation and replacement work performed by Fenwick HVAC LLC for residential and commercial customers. The same terms and benefits apply to residential and commercial equipment rated at 5 tons or less. Equipment rated above 5 tons receives the standard one-year installation workmanship warranty only; any extended warranty or included maintenance benefit for such equipment must be expressly provided by a separate written agreement. Service and repair work outside the installation scope is governed by the applicable Fenwick HVAC Service Terms unless otherwise agreed in writing.

1.2 Contract Documents

The accepted written proposal identifies the equipment, price, included work, exclusions, and any project-specific conditions. The proposal and these Terms together form the agreement. A signed project-specific provision controls where it expressly conflicts with these Terms, except where law requires otherwise.

1.3 Scope and Exclusions

The contract price includes only the work expressly described in the accepted proposal. Unless specifically included, alterations to ductwork, refrigerant lines, wiring, disconnects, controls, drains, structures, finishes, accessibility, utilities, or unrelated deficiencies are excluded. Existing systems are not represented as suitable for reuse merely because they are present.

1.4 Authorization

The customer represents that the person accepting the proposal has authority to approve the work and to provide access and necessary property-owner, condominium, association, landlord, or management approvals.

2. Pricing, Deposits and Payment

2.1 Price and Proposal Validity

A fixed-price proposal covers the stated scope and equipment, subject to its listed expiration, availability conditions, and authorized changes. A time-and-material proposal is an estimate, not a guaranteed final price.

2.2 Deposits and Progress Payments

Any deposit and payment schedule will be stated in the written proposal and will comply with applicable law. Deposits are applied to the contract balance. For Maryland residential home-improvement work, any deposit is subject to the applicable statutory limit. No advance payment is required before required contract execution.

2.3 Final Payment

Unless a different written schedule applies, the remaining contract balance is due upon substantial completion and presentation of the invoice. Substantial completion means the agreed equipment is installed and capable of its intended operation, notwithstanding minor punch-list items that do not materially prevent use. Warranty or inspection obligations that survive completion remain enforceable.

2.4 Commercial Accounts

Commercial progress or final payments follow the accepted proposal. Any expressly approved credit terms apply only if stated in writing; otherwise payment is due upon invoice. Undisputed overdue amounts may be subject to collection costs and legally permitted charges stated in the proposal or applicable Commercial Service Terms.

3. Site Conditions and Changes

3.1 Existing Infrastructure

Where a proposal calls for reusing existing lines, wiring, ducts, drains, supports, controls, or other components, the price assumes they are accessible, serviceable, compatible, properly sized, and code-compliant for the intended reuse. Concealed or previously unknown defects, leaks, restrictions, contamination, deterioration, and capacity limitations may require additional work.

3.2 Unforeseen Conditions

Conditions not reasonably observable before work begins - including concealed damage, unsafe electrical installations, inaccessible connections, structural defects, or hazardous materials - may require work to pause. Fenwick HVAC will explain the condition and obtain authorization for additional work or an adjusted scope before proceeding, except immediate actions reasonably needed to secure the site against danger.

3.3 Change Orders

Changes in equipment, scope, materials, price, or schedule require written or electronic authorization before additional chargeable work proceeds. The customer is responsible for authorized changes, including those necessary to achieve a safe and compliant installation.

3.4 Work by Others

Fenwick HVAC is not responsible for workmanship, performance, scheduling, permits, or defects in work provided by other contractors, the property owner, or the building association. Our completion may depend on timely and satisfactory completion of that work.

4. Scheduling, Installation and Acceptance

4.1 Scheduling and Delays

Start and completion dates are good-faith estimates unless expressly guaranteed in writing. Manufacturer supply, permitting, inspections, weather, unsafe conditions, access restrictions, customer changes, and third-party work can affect schedules. We will communicate material changes reasonably promptly.

4.2 Access and Utilities

The customer will provide safe, unobstructed access, required permissions, and functioning electrical, water, and other utilities necessary for the work and testing. The customer will secure pets, valuables, and work areas and identify known concealed utilities or hazards.

4.3 Standards and Permits

Fenwick HVAC will perform its work in a professional manner consistent with applicable codes, manufacturer instructions, and the contracted scope. Responsibility for permits, fees, and inspections will be identified in the proposal. Any mandatory regulatory or consumer notices are incorporated or supplied separately as required by law.

4.4 Commissioning

Included commissioning consists of reasonable startup, operational checks, and settings applicable to the installed equipment and site conditions. Results may be affected by weather, load, utility service, or work by others; additional testing may be scheduled when appropriate.

4.5 Removal and Disposal

Removal and lawful disposal of replaced equipment, refrigerants, and ordinary installation debris are included only to the extent identified in the proposal. Restoration of drywall, paint, flooring, masonry, landscaping, and decorative finishes is excluded unless expressly included.

5. Installation and Manufacturer Warranties

5.1 Standard One-Year Workmanship Warranty

Fenwick HVAC warrants that its installation workmanship will be free from defects for one year from substantial completion. We will correct verified defects in our installation workmanship without additional labor or material charges. This warranty covers our installation, not every subsequent equipment malfunction.

5.2 Three-Year Installation Warranty with Paid Maintenance

For residential and commercial equipment rated at 5 tons or less, the installation workmanship warranty automatically extends to three years from substantial completion with a Fenwick HVAC Maintenance Agreement for years 2 and 3. Fenwick HVAC may waive prepayment; renewal payments are then due as required by the agreement. No renewal payment is due for a period already prepaid. Required maintenance must be completed by the deadlines in the applicable Maintenance Terms. No separate warranty enrollment is required. Cancellation and reinstatement are governed by Section 5.5. The extension does not renew the warranty period or extend manufacturer warranties. Equipment above 5 tons requires a separate written agreement for any extended warranty.

5.3 Manufacturer Equipment Warranty

Equipment and components carry only the applicable manufacturer warranties. Their duration, conditions, labor allowances, registration requirements, exclusions, and remedies are set by the manufacturer. Fenwick HVAC does not independently guarantee manufacturer coverage, eligibility, parts availability, reimbursement, or a manufacturer decision on a claim.

5.4 Equipment Registration

As a matter of practice, Fenwick HVAC registers new equipment when feasible or helps the customer register it. This is a courtesy, not a guarantee that registration has been completed, accepted, or correctly recorded. The customer remains solely responsible for providing accurate information, meeting deadlines, reviewing manufacturer requirements, and confirming registration and warranty status with the manufacturer. We recommend retaining written confirmation and all equipment documents.

5.5 Warranty Exclusions

Our workmanship warranty excludes failures caused by misuse, neglect, lack of maintenance, abnormal utility conditions, floods, storms, corrosion or environmental exposure beyond ordinary conditions, pests, alterations, unauthorized work by others, manufacturer defects, and defects in existing or third-party components. Consumables and ordinary wear are excluded. These exclusions apply only where the cause is unrelated to defective Fenwick HVAC workmanship. Nonwaivable statutory rights are preserved.

Fenwick HVAC may waive maintenance prepayment. If waived, failure to pay a renewal when due automatically cancels extended coverage. No renewal payment is due for a period already prepaid. Failure to complete required maintenance by the deadlines in the applicable Maintenance Terms also automatically cancels extended coverage, even if prepaid. Reinstatement after either lapse is solely at Fenwick HVAC's discretion and must be confirmed in writing.
Customers may use any service provider. Work on the covered system by others without our prior written authorization permanently ends only the voluntary warranty extension. The standard one-year workmanship warranty, manufacturer warranties, and nonwaivable rights remain unaffected. The extension cannot be reinstated. Prepaid maintenance is not refunded; remaining services continue under the Maintenance Agreement.

5.6 Claims and Access

The customer must notify Fenwick HVAC promptly after discovering a suspected covered defect and provide reasonable access to inspect and correct it. If a reported issue is not covered, the customer may authorize diagnosis or repair at applicable service rates. Warranty service does not restart the original warranty period.

6. Included First-Year Maintenance

6.1 Included Visits

For residential and commercial systems rated at 5 tons or less, a new installation includes scheduled preventive maintenance during the first year after substantial completion, up to two visits depending on the installation date and Fenwick HVAC seasonal maintenance cycle. These visits are provided without a separate maintenance-visit charge and are scheduled by Fenwick HVAC in reasonable seasonal windows. Systems above 5 tons do not include complimentary maintenance unless a separate written agreement expressly provides it.

6.2 What Is Included

Included visits cover the standard preventive maintenance tasks appropriate to the installed system, including ordinary checks, cleaning, adjustments, and standard one-inch pleated filters where applicable, consistent with the applicable Fenwick HVAC Maintenance Agreement scope. Repairs, replacement parts other than included filters, specialty cleaning, and additional visits are excluded unless expressly included in writing.

6.3 Scheduling and Nontransferability

The customer must make the equipment accessible and reasonably cooperate in scheduling. Unused visits expire at the first anniversary of substantial completion and are not redeemable for cash or credited to other services. Included maintenance alone is not a paid Maintenance Agreement and does not activate the three-year workmanship warranty.

6.4 Paid Maintenance Agreement

A separately purchased Maintenance Agreement is governed by its own signed agreement and terms, including renewal and benefits. Where both benefits overlap, the customer does not receive duplicate maintenance visits or a cash allowance unless specifically stated in writing.

7. Cancellation, Suspension and Safety

7.1 Residential Cancellation Period

For residential installation and replacement contracts, Fenwick HVAC allows cancellation without penalty or obligation until midnight of the seventh business day after the transaction date. For this additional contractual protection, business days exclude Saturdays, Sundays, and legal holidays. Any longer applicable statutory right is preserved. The completed cancellation notice supplied with the contract will state the specific deadline and cancellation address.

To cancel, send a signed and dated written notice identifying the customer and project to Fenwick HVAC at the mailing or delivery address on the contract or cancellation notice. Fenwick HVAC also accepts cancellation by email to info@fenwickhvac.com. A cancellation sent within the allowed period will be honored as required by law; all payments will be refunded within ten business days after receipt of a timely cancellation, or sooner if required by law; return of property and release of security interests will follow applicable law.

Work will not begin during the cancellation period unless the lawful emergency procedure below has been completed. A request for an earlier appointment, ordinary inconvenience, or signature on these Terms does not waive cancellation rights. For commercial work, the accepted proposal and applicable law govern cancellation; after any applicable cancellation period, authorized work and nonrecoverable commitments may be charged only to the extent permitted by law.

7.2 Emergency Work Before the Cancellation Period Ends

Where the customer initiated contact and a bona fide immediate personal emergency requires work before the cancellation period ends, the customer must provide a separate statement in their own handwriting before work begins. The statement must describe the actual emergency and why it requires immediate action, request immediate performance, and expressly acknowledge and waive both the applicable statutory cancellation right and Fenwick HVAC's seven-business-day cancellation period. The customer must sign and date the statement. We will not use a preprinted waiver, checkbox, standard typed waiver clause, or merely an early-start request as a substitute for the customer's separate handwritten statement.

In Maryland, Fenwick HVAC must also make a good-faith substantial beginning of performance. The handwritten statement must acknowledge and waive both the applicable statutory cancellation right and the full seven-business-day protection provided by Fenwick HVAC. Loss of heat or cooling must present an actual emergency; equipment failure alone does not automatically establish one. Fenwick HVAC retains the original statement with the contract and supplies the customer a copy. Nothing in these Terms itself waives a cancellation right.

Required handwritten wording

"I contacted Fenwick HVAC because [describe the actual emergency in your own words and explain why waiting would threaten health or safety]. I need immediate installation or replacement and request that Fenwick HVAC begin work before the cancellation period expires. I understand that I have a right to cancel this transaction under applicable law and that Fenwick HVAC gives me seven business days to cancel. To address this emergency, I expressly acknowledge and waive both my applicable statutory right to cancel and Fenwick HVAC's seven-business-day cancellation right, and I authorize immediate performance."

The customer must handwrite the entire statement on a separate sheet, replacing the bracketed instruction with the actual emergency, then sign and date that sheet before work begins. Signing this printed example or filling in only the bracketed portion is not sufficient. The emergency must be genuine and accurately described.

7.3 Suspension or Termination

Fenwick HVAC may suspend work for unsafe conditions, denied access, unpaid amounts when lawfully due, unavailable required approvals, or material breach. We will provide reasonable notice and an opportunity to address remediable conditions where practical. Charges for authorized work already performed remain due, subject to applicable law.

7.4 Safety

We may decline to energize or operate equipment when, in our reasonable professional judgment, doing so would create an unacceptable safety risk. We will communicate significant concerns and may notify responsible parties or authorities where required or appropriate. Additional remediation is not included unless expressly authorized.

8. Resolution and General Terms

8.1 Concerns and Disputes

We want every customer to be satisfied with the quality and value of the services they receive from Fenwick HVAC. If we have fallen short, we want to hear about it and have the opportunity to make things right. Our goal is a fair, prompt resolution with as little cost and inconvenience to the customer as possible.

Please contact us at 443-843-HVAC or info@fenwickhvac.com with installation, warranty, or billing concerns. We encourage direct contact before disputing a payment so we can investigate and work with you toward a mutually satisfactory resolution. This request does not limit chargeback rights, statutory remedies, or access to courts.

If we cannot resolve a concern directly, Fenwick HVAC recommends mediation through the Better Business Bureau Serving Delaware and is willing to participate when available as a practical way to seek a fair resolution without unnecessary expense.

Better Business Bureau Serving Delaware | 60 Reads Way, New Castle, DE 19720 | 302-221-5255 | https://www.bbb.org/local-bbb/bbb-serving-delaware

8.2 Responsibility for Losses

Each party remains responsible for losses to the extent required by applicable law. Fenwick HVAC is not responsible for preexisting defects, work by others, or losses caused by conditions outside its control, except to the extent caused by its own negligence, breach, or other legal responsibility. No term waives nonwaivable consumer rights.

8.3 Acceptance and Updates

Acceptance of the written proposal constitutes acceptance of these Terms when supplied before execution. These Terms apply to that project as accepted; later website revisions do not change an existing agreement without mutual consent. If any provision is unenforceable, the remainder remains in effect.