

# Terms of Service

The Air Necessities | New Braunfels, Texas

Effective Date: May 9, 2026

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*Please read these Terms of Service carefully before using our website or scheduling any services. By using our site or booking an appointment, you agree to be bound by these terms.*

## 1. Acceptance of Terms

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By accessing or using the website operated by The Air Necessities (referred to as "we," "us," or "our"), or by requesting, scheduling, or receiving any of our services, you agree to be bound by these Terms of Service. If you do not agree with any part of these terms, please do not use our website or services. These terms apply to all visitors, customers, and anyone else who interacts with our site or business.

## 2. Services Offered

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The Air Necessities provides residential and commercial HVAC services in the greater New Braunfels, Texas area. Our services include, but are not limited to:

- HVAC system installation and replacement
- Heating and cooling repair
- Routine maintenance and seasonal tune-ups
- Emergency HVAC services (subject to availability)

Specific services, pricing, and availability are subject to change without prior notice. Not all services may be available in all locations within our service area. Please contact us directly to confirm service availability for your address.

### 3. Appointments and Scheduling

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Appointments may be booked online through our website scheduling tool or by contacting us directly by phone. When you submit a service request or schedule an appointment, you agree to provide accurate and complete information.

We ask that you provide at least **24 hours' notice** if you need to cancel or reschedule your appointment. We understand that things come up — just give us a heads up so we can accommodate other customers and plan accordingly.

The Air Necessities reserves the right to reschedule or cancel appointments due to weather conditions, technician availability, equipment delays, or other unforeseen circumstances. In such cases, we will contact you as promptly as possible to arrange an alternate time.

### 4. Estimates and Pricing

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We offer online quote requests as a convenience to help you get a general sense of potential service costs. Please be aware that **online estimates are not guaranteed final prices**. Pricing can vary based on the specific conditions of your property, equipment type, parts availability, and the scope of work identified during an on-site visit.

A licensed technician will assess your situation in person and provide a binding quote before any work is performed. We will not proceed with a service without your approval of the quoted price. Payment is generally due upon completion of service unless a financing arrangement has been made in advance.

### 5. Financing

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For larger HVAC installations or replacements, financing options may be available through a third-party lending partner. If you choose to finance your service, your

agreement will be directly with that lender, and you will be subject to the lender's own terms, conditions, interest rates, and approval criteria.

The Air Necessities is not a lender and is not responsible for any financing decisions, approvals, denials, interest charges, or the terms of any loan or credit arrangement. We encourage you to review all financing terms carefully before signing any credit agreement.

## 6. Payment Terms

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Payment for services is due upon completion of work unless a financing arrangement has been confirmed prior to the start of service. We accept **[accepted payment methods]**.

Invoices not paid within a reasonable time after service completion may be subject to late fees. In the event of non-payment, The Air Necessities reserves the right to pursue all remedies available under Texas law, including the filing of a mechanic's or materialman's lien against the property on which services were rendered, as permitted under the Texas Property Code. *This is not legal advice; consult an attorney with specific questions about lien rights.*

## 7. Warranties and Guarantees

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We stand behind our work. Labor performed by The Air Necessities is warranted for **[X] days/months** from the date of service, under normal use and conditions.

Warranties on parts and equipment are governed by the respective manufacturer's terms and are not extended or modified by The Air Necessities. We will assist you in understanding and utilizing manufacturer warranties where applicable.

The following circumstances may void the labor warranty:

- Repairs, modifications, or adjustments made by an unauthorized third party after our service

- Misuse, neglect, or failure to follow recommended maintenance schedules
- Damage caused by flooding, power surges, or other external events outside our control

Please also note that HVAC system performance is influenced by factors beyond our control, including but not limited to the condition of existing ductwork, home insulation levels, building layout, thermostat settings, and local climate. We cannot guarantee specific energy savings or comfort outcomes that depend on these external variables.

## **8. Limitation of Liability**

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To the fullest extent permitted by applicable law, The Air Necessities' liability for any claim arising out of or related to our services shall be limited to the amount paid by you for the specific service giving rise to the claim.

We are not liable for any indirect, incidental, consequential, or punitive damages, including loss of use, loss of income, property damage not directly caused by our technician's actions, or similar losses. We are also not responsible for pre-existing conditions discovered during the course of a service call that were not caused by our work.

## **9. User Conduct on Website**

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When using our website, you agree not to:

- Submit false, misleading, or fraudulent information through any form or scheduling tool
- Attempt to gain unauthorized access to any portion of the website or its underlying systems
- Introduce viruses, malicious code, or any software intended to disrupt or damage the site

- Use the website in any manner that violates applicable local, state, or federal laws
- Harvest or collect personal information about other users

We reserve the right to block access to users who violate these conduct standards.

## **10. Intellectual Property**

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All content on this website — including text, images, graphics, logos, branding, and design elements — is the property of The Air Necessities and is protected by applicable copyright and trademark laws. You may not reproduce, copy, distribute, or otherwise use any content from this site without our prior written permission. Unauthorized use of our materials may result in legal action.

## **11. Third-Party Links**

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Our website may contain links to third-party websites, such as financing partners, equipment manufacturers, or review platforms. These links are provided for your convenience only. The Air Necessities does not control, endorse, or take responsibility for the content, privacy practices, or terms of any third-party site. Visiting external links is done at your own discretion and risk.

## **12. Privacy**

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Your privacy matters to us. Our website uses tools such as Google Analytics and Meta Pixel to understand how visitors interact with our site. Any personal information you submit through our contact forms or scheduling tools is handled in accordance with our Privacy Policy, which is incorporated by reference into these Terms of Service. Please review our **Privacy Policy** for full details on how we collect, use, and protect your information.

### **13. Disclaimer of Warranties**

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The information provided on this website — including service descriptions, pricing guidance, and HVAC tips — is offered "as is" without any warranty of accuracy, completeness, or fitness for a particular purpose. We make every effort to keep content current and accurate, but we cannot guarantee that all information is free from error at all times.

For specific questions about your HVAC system, its condition, or what service it may need, we always recommend consulting directly with a licensed HVAC technician rather than relying solely on general online content.

### **14. Governing Law and Dispute Resolution**

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These Terms of Service are governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Any dispute arising from these terms or your use of our services shall be subject to the exclusive jurisdiction of the courts located in Tarrant County, Texas.

Before initiating any legal action, we encourage you to contact us directly. Most concerns can be resolved quickly and fairly through open communication, and that is always our preference.

### **15. Changes to Terms**

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The Air Necessities reserves the right to update or modify these Terms of Service at any time. When changes are made, the updated effective date will be posted at the top of this page. Your continued use of our website or services after any changes have been posted constitutes your acceptance of the revised terms. We encourage you to review this page periodically to stay informed.

## 16. Contact Us

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If you have any questions about these Terms of Service, or if you'd like to reach us for any reason, please don't hesitate to get in touch.

### **The Air Necessities**

New Braunfels, Texas

Email: **[EMAIL]**

Phone: **[PHONE]**

Address: **[ADDRESS]**