

ABACUS Plumbing, Air Conditioning, and Electrical
4001 Kendrick Plaza Drive Houston, TX 77032 (713) 812-7070
This contractor, operating under Master License Alan O'Neill M20628,
is licensed and regulated to install plumbing in the State of Texas
by the Texas State Board of Plumbing Examiners,
929 East 41st Street, P.O. Box 4200, Austin, TX 78765
1-800-845-6584 ~ TACLB135747C I TECL 30557

BILL TO

Sharon Rea
13502 Spring Court
Tomball, TX 77375 USA

INVOICE
1026316

INVOICE DATE
May 26, 2024

JOB ADDRESS

Sharon Rea
13502 Spring Court
Tomball, TX 77375 USA

Completed Date: 5/26/2024

Technician: Genaro Delgado (T)

Technician: Salvador Gaspar

Payment Term: Due Upon Receipt

Due Date: 5/26/2024

DESCRIPTION OF WORK

Two stage complete HVAC system with zone control, modification of duct, and thermostat.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
ML18G5HZ	LENNOX MERIT 18 5 TON COMPLETE HORIZONTAL SYSTEM	1.00	\$24,681.24	\$24,681.24

Lennox Merit® SeriesAsk More from Your Air.Welcome to the Lennox standard of excellence. Merit® Series is the introductory product line that raises the bar for heating and cooling equipment. Don't settle when it comes to the air inside your home – ask for more. Ask for Merit

Abacus 15-Year Warranty on Parts & Labor

Abacus will repair or replace all comfort system components on air conditioners, heat pumps, furnaces, and air handlers, in the event of failure for 15-years. Warranty period begins from the date of installation, is non-transferable and is valid for original HVAC purchaser only.

Not included in 15-year warranty on parts and labor:

- Air and water filters, water flow centers, clogged condensate drain lines and pumps, refrigerant and refrigerant lines, ducting, dampers and grills, dual fuel boards, fresh air intake components, thermostat and wiring, communication hubs, zoning boards and components, dehumidifiers, IAQ products

and components, surge protectors, vent piping, gas lines and all electrical wiring external to the equipment.

- Repairs to correct failure from acts of God, fire, water, flood, earthquake, hurricane, faulty power or power surges, misuse and abuse.
- Appearance: Aesthetics, paint and cabinet parts, including but not limited to rust and corrosion, which are natural to aging equipment.
- Items normally to be periodically replaced by the equipment owner during the product life such as media filters, UV lamps, ozone cells, humidifier pads, batteries etc.
- Modifications needed to access, install or remove equipment, not limited to but include scuttle holes, attic ladders, door openings, drywall modifications, gate or fence removal, cranes to set equipment, zoning requirements, permit fees, etc,

Owners' responsibility for 15-Year warranty on parts and labor:

- Operate equipment in accordance with the manufacturer's instructions and maintain items normally to be periodically replaced by the equipment owner during the product life such as filters, UV lamps, humidifier pads, batteries etc.
- Abacus will assume no responsibility for repairs made by an unauthorized service provider which will also void the 15-Year Parts and Labor Warranty.
- To perform annual routine maintenance by an authorized and qualified service provider.
- Report all service issues promptly.
- Bi-annual maintenance is necessary on your comfort system and can be performed by any state licensed and certified HVAC service company. We recommend that you use only Lennox factory authorized service providers. Failure to perform, any lapse in bi-annual maintenance or improperly performed maintenance will void the 15-Year Part & Labor Warranty.
- Seller is obligated to keep records for proof of maintenance if requested for any warranty claim.

REB0001	Instant CenterPoint Energy Discount	1.00	-\$780.00	-\$780.00
	For eligible customers in the CenterPoint service area.			
	Additional form(s) may be required			
DUC0408	REGISTER BOX & GRILLE-BOXGR	2.00	\$969.92	\$1,939.84
ZON0491	Honey well 2 heat 2 cool kit 2 zones	1.00	\$5,508.16	\$5,508.16
VIP - All In One Plan-H	Your VIP Membership Perks & Benefits	1.00	\$24.95	\$24.95
	• 24/7 Customer Service, Portal & Online Scheduling Options • FREE Estimates 1 for ANY Repair and UNLIMITED Drain Cleaning			

(Available 7 Days/Week, 8am-8pm. Holiday & after-hours fees apply)

- SAVE 10% up to \$500 on EVERY Repair 4 (No Limit)
 - 2-Year Parts & Labor Extended Warranties on ALL Repairs 5
 - Exclusive VIP Member Discounts worth Thousands in Savings 6
- On Products & Services like Tank & Tankless Waters, Water Quality Systems, Backup Generators, HVAC Systems, Indoor Air Quality, Attic Efficiency, Duct Cleaning & More!

Get ALL Your Annual Plumbing, HVAC & Electrical Maintenance Inspections

Including ALL Your AC & Heating Systems and ALL Your Tank & Tankless Water Heaters

Up to FOUR Inspection Visits Scheduled Throughout the Year!

See included CLUB, BAM! and AMP pages to learn more about what's included.

We will send scheduling reminders via email, SMS and direct mail or phone call.

<https://www.abacusplumbing.net/vip/vip-terms-conditions/>

#	DESCRIPTION	TOTAL
	HVAC Buy-Back HVAC Trade-In / Buy-Back Promotion	-\$5,000.00
\$5K Discount	Trade-In Equipment must have a data plate with a date of manufacture year 2019 - 2023 *Picture of this data plate must be attached to job in Service Titan*	

PAID ON	TYPE	MEMO	AMOUNT
6/4/2024	Financing - Goodleap	FUNDED 24-02-195795	\$26,374.19

POTENTIAL SAVINGS	\$484.11-\$744.80
SUB-TOTAL	\$26,374.19
TOTAL DUE	\$26,374.19
PAYMENT	\$26,374.19
BALANCE DUE	\$0.00

You Can Count On Us!

CUSTOMER AUTHORIZATION

WORK AUTHORIZATION

TO PROCEED WITH DIAGNOSIS / SOLUTION

I, the undersigned, am owner/authorized representative / tenant of Sharon Rea the premises at which the work for the amount of \$26,374.19 mentioned above is to be done. I

hereby authorize you to perform Diagnosis/Solution, and to use such labor and materials as you deem advisable. A monthly service of

Membership Billing Authorization

Payment Information

Customer hereby authorizes Abacus Plumbing, Air Conditioning & Electrical to charge their account the amount listed on above invoice for agreed upon membership service for the agreed upon service terms.

Credit Card or Checking Account (ACH) will be the agreed upon payment terms for the membership.

Terms and Conditions

Customer authorizes their account to be charged annually in the amount listed above, unless they notify Abacus in writing that they wish to cancel the membership. Abacus will notify the customer at least 15 days in advance of charging their credit card or bank account (ACH). Memberships cannot be refunded if the customer has already received a membership discount on goods or services rendered, received a membership inspection, or received member coupons. Customer acknowledges that they are an authorized user of the account being charged, and will not dispute charges herein authorized on the account.

Homeowners have the rights, within 3 business days after closing, rescind this contract without penalty or charge. Notice of right to cancel under regulation, the owner, may cancel this transaction in writing at any time prior to 5 pm of the third business day from the date of this transaction.

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I HEREBY AUTHORIZE YOU TO PROCEED WITH THE DESCRIBED WORK:

NOTICE TO OWNER

Under the Texas Mechanic's and Materialman's Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executes a written contract that sets for the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Lien Affidavit". A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project.

1.5% will be added after 30 days, up to \$1,000. I agree to pay reasonable attorney's fees and court costs in the event of legal action. If my check is returned for insufficient funds, I could be liable for up to three times the amount of the check or \$100, whichever is more, plus the face value of the check and court costs. I have read and agree to all the terms and conditions set forth in Terms below and have received a copy of the contract and Notice to Owner. Terms and Conditions.

TERMS AND CONDITIONS

Responsibilities of customer:

Customer agrees to hold Abacus Plumbing, Air Conditioning & Electrical harmless for the discovery of any of the following defective conditions:

1. Improper or faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken

5. Existing illegal conditions

6. Defective Roofing

7. Existing mold

Customer is required at their expense to do all work and other acts to meet all conditions necessary to allow Abacus Plumbing, Air Conditioning & Electrical to complete the work as provided in this agreement.

Responsibilities of Abacus Plumbing, Air Conditioning & Electrical - conditions and limitations

Abacus Plumbing, Air Conditioning & Electrical shall do all work in a good workmanlike manner. Abacus Plumbing, Air Conditioning & Electrical is not responsible for any existing illegal conditions or mold conditions.

Limited warranty

Abacus Plumbing, Air Conditioning & Electrical warrants its work to be free from defects in material and workmanship for the warranty period of one (1) year from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferrable. If a defect in materials or workmanship covered by this warranty occurs, Abacus Plumbing, Air Conditioning & Electrical will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Abacus Plumbing, Air Conditioning & Electrical be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance notify Abacus Plumbing, Air Conditioning & Electrical of any defect of claims for breach at the address and telephone on the face hereof.

"This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 77.004 of the Texas Property Code."

Exclusions and limitations: customer's right to repair and replacement are the exclusive remedies and Abacus Plumbing, Air Conditioning & Electrical shall not be liable for incidental or consequential damages resulting from the materials provided for in this contract.

Abacus Plumbing, Air Conditioning & Electrical is not responsible for the following which are excluded from the coverage of this limited warranty:

1. Mold or defective conditions listed under the above "Responsibilities of customer".
2. Work performed by or materials installed by others not in this agreement.
3. Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Abacus Plumbing, Air Conditioning & Electrical gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion.

Protection of customer's property

Customer agrees to remove or protect any personal property, inside and out, including but not limited to, carpets, rugs, shrubs, and planting, and Abacus Plumbing, Air Conditioning & Electrical shall not be responsible for said items. Nor shall Abacus Plumbing, Air Conditioning & Electrical be held responsible for the natural consequences of Abacus Plumbing, Air Conditioning & Electricals' work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Abacus Plumbing, Air Conditioning & Electrical shall not be held responsible for damage to personal property, real property, or an improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

Entire agreement

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns.

Abacus Plumbing, Air Conditioning & Electrical will not provide an itemized breakdown of materials and labor for flat rate prices work. However, Abacus Plumbing, Air Conditioning & Electrical will provide an itemized list of all materials used to perform the necessary repair only upon request.

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This contractor, operating under Texas Air Conditioning License #135747C. Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 • 1-512-463-6599 www.tdlr.texas.gov

This contractor, operating under Texas Electrical Contractor License #30557. Regulated by the Texas Department of Licensing and Regulation, P.O. box 12157, Austin, Texas 78711 1-800-803-9202 • 1-512-463-6599 www.tdlr.texas.gov

Sign here



Date 5/26/2024

CUSTOMER ACKNOWLEDGEMENT

ACCEPTANCE OF WORK PERFORMED from ABACUS Plumbing, Air Conditioning and Electrical

I accept the service and materials rendered and installed in connection with the work mentioned to have been completed in a satisfactory manner. I agree that the \$26,374.19 amount set forth on this contract in the space labeled "TOTAL" to be the total and complete at rate / minimum charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 30 days. I acknowledge that I have read and received a legible copy of this contract and have read the NOTICE to OWNER Terms and Conditions.

NOTICE TO OWNER

Under the Texas Mechanic's and Materialman's Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executes a written contract that sets for the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Lien Affidavit". A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not

paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project.

TERMS AND CONDITIONS

Responsibilities of customer:

Customer agrees to hold Abacus Plumbing, Air Conditioning & Electrical harmless for the discovery of any of the following defective conditions:

1. Improper or faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective Roofing
7. Existing mold

Customer is required at their expense to do all work and other acts to meet all conditions necessary to allow Abacus Plumbing, Air Conditioning & Electrical to complete the work as provided in this agreement.

Responsibilities of Abacus Plumbing, Air Conditioning & Electrical - conditions and limitations

Abacus Plumbing, Air Conditioning & Electrical shall do all work in a good workmanlike manner. Abacus Plumbing, Air Conditioning & Electrical is not responsible for any existing illegal conditions or mold conditions.

Limited warranty

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for in this contract.

Abacus Plumbing, Air Conditioning & Electrical is not responsible for the following which are excluded from the coverage of this limited warranty:

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This limited warranty is the only express warranty Abacus Plumbing, Air Conditioning & Electrical gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion.

Protection of customer's property

Customer agrees to remove or protect any personal property, inside and out, including but not limited to, carpets, rugs, shrubs, and planting, and Abacus Plumbing, Air Conditioning & Electrical shall not be responsible for said items. Nor shall Abacus Plumbing, Air Conditioning & Electrical be held responsible for the natural consequences of Abacus Plumbing, Air Conditioning & Electricals' work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Abacus Plumbing, Air Conditioning & Electrical shall not be held responsible for damage to personal property, real property, or an improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

Entire agreement

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns.

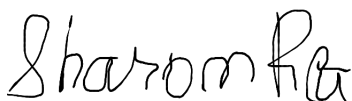
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Sign here



Date 5/26/2024

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To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Lient Affidavit". A Lient Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project.

TERMS AND CONDITIONS

Responsibilities of customer:

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- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|------------------|
| 1. Improper or faulty plumbing | 3. Acids in the drain system | 5. Existing illegal conditions | 7. Existing mold |
| 2. Rusted or defective pipes | 4. Lines that are settled or broken | 6. Defective Roofing | |

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