



North Texas Air Solutions LLC

9716 County Road 529A
Burleson, TX 76028
United States

TERMS AND CONDITIONS

Payment and Service Agreement

I. Payment Terms

A deposit may be required prior to scheduling work. The remaining balance is due immediately upon completion of work unless otherwise agreed upon in writing by an authorized representative of North Texas Air Solutions LLC. Any unpaid balance remaining beyond seven (7) calendar days of the invoice date will be considered past due.

II. Late Payments and Fees

Past due invoices are subject to an initial late fee of 5% of the outstanding balance, plus 1.5% monthly interest (18% annually) on the remaining unpaid balance, or the maximum rate permitted by Texas law (Texas Finance Code §302.001), whichever is less. Interest accrues from the date the balance becomes past due until paid in full.

III. Returned Checks

Any payment returned by a financial institution for any reason will be subject to a returned check fee of \$35.00, plus any applicable bank charges incurred by North Texas Air Solutions LLC. North Texas Air Solutions LLC reserves the right to require future payments in the form of cash, cashier's check, or money order.

IV. Collections and Legal Action

Client agrees that any unpaid balance may be subject to collection efforts, including but not limited to:

- Filing of a Mechanic's and Materialman's Lien in accordance with Texas Property Code Chapter 53
- Referral to a collection agency
- Civil legal action in a court of competent jurisdiction

In the event of legal action to recover any unpaid balance, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all related collection costs, pursuant to Texas Civil Practice & Remedies Code §38.001.

V. Mechanic's and Materialman's Lien

Client acknowledges that North Texas Air Solutions LLC may file a Mechanic's and Materialman's Lien against the property in accordance with Texas Property Code Chapter 53 in the event of non-payment. For residential properties, a pre-lien notice will be sent as required by law. Client is hereby given advance notice of this right.

⚠ Texas law imposes strict deadlines for filing mechanic's liens (as early as 15 days after work completion for residential projects). North Texas Air Solutions LLC reserves all lien rights available under Texas law.



VI. Billing Disputes

Client must notify North Texas Air Solutions LLC in writing of any billing disputes within five (5) business days of receipt of the invoice. Failure to provide written notice of a dispute within this period shall constitute Client's acceptance of all charges. Disputed amounts must be clearly identified, and undisputed portions of any invoice remain due by the original payment deadline.

VII. Right to Suspend Work

North Texas Air Solutions LLC reserves the right to suspend or delay work on any project where there is an outstanding past due balance. Work will resume only after the past due balance is brought current. North Texas Air Solutions LLC shall not be liable for any damages, delays, or losses arising from a work suspension resulting from non-payment.

VIII. Ownership of Materials

All equipment, materials, and installed components supplied by North Texas Air Solutions LLC shall remain the sole property of North Texas Air Solutions LLC until payment in full has been received. In the event of non-payment, North Texas Air Solutions LLC reserves the right to remove or reclaim said materials, subject to applicable Texas law. Client grants reasonable access to the property for this purpose.

IX. Change Orders

Any work not specifically included in the original written estimate constitutes additional work and requires a written change order signed by an authorized representative of both parties prior to commencement. Additional charges will apply for all change order work. Verbal authorizations do not constitute approval of change orders.

X. Warranty Disclaimer — Refrigerant Services

IMPORTANT: Any refrigerant recharge or refrigerant-related service performed without a corresponding leak repair or system diagnosis is considered a temporary measure only. North Texas Air Solutions LLC does not guarantee, warrant, or represent that system performance will be maintained if underlying mechanical issues are not identified and repaired. Client acknowledges this limitation and accepts responsibility for authorizing work under these conditions.

XI. Access and Scheduling

Client is responsible for ensuring safe, timely, and unobstructed access to the work site at the scheduled time. Missed appointments, cancellations with less than 24 hours' notice, or access delays caused by the Client may result in a service call fee or trip charge. North Texas Air Solutions LLC will make reasonable efforts to provide advance notice of scheduling changes.



XII. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. The parties agree that any legal action or proceeding arising from this Agreement shall be brought exclusively in a court of competent jurisdiction in Dallas County, Texas. Client hereby consents to personal jurisdiction in Dallas County, Texas.

XIII. Authorization and Acceptance

By signing, initialing, or electronically approving this estimate or invoice, Client acknowledges that they have read, understood, and agreed to all terms and conditions set forth in this Agreement, and authorizes North Texas Air Solutions LLC to proceed with the described work. This Agreement constitutes the entire understanding between the parties with respect to payment and service terms.