MIDWEST HVAC/R SUPPLY

CUSTOMER TERMS & CONDITIONS OF SALE

Effective October 27, 2026

Midwest HVAC/R Supply, Inc. | 8932 Greenfield Road, Detroit, MI 48228 | 313-855-5111

1. Acceptance of Terms

These Terms and Conditions of Sale apply to all quotations, sales orders, invoices, receipts, payment transactions, pickups, deliveries, special orders, customer accounts, and product sales by Midwest HVAC Supply.

By placing an order, approving a quotation, making payment, accepting delivery, picking up products, allowing release of products, or taking possession of any equipment, parts, materials, or accessories, Buyer agrees to be bound by these Terms and Conditions of Sale.

Any different, conflicting, or additional terms contained in Buyer purchase order, email, text message, paperwork, or other document are rejected unless Midwest HVAC Supply agrees to them in writing.

2. Supplier and Distributor Only

Midwest HVAC Supply is an HVAC/R supplier and distributor of equipment, parts, accessories, and related materials. Midwest HVAC Supply does not provide installation, repair, diagnosis, startup, service, engineering, system design, code review, permitting, inspection, or field labor unless separately agreed in writing.

Buyer is solely responsible for determining whether the products purchased are proper and suitable for Buyer intended application, project, property, system, installation conditions, building conditions, code requirements, and manufacturer specifications.

3. Buyer Responsibility for Product Selection

Buyer is responsible for verifying all product information before purchase, including model numbers, serial numbers, tonnage, BTU size, voltage, phase, refrigerant type, airflow requirements, coil width, furnace compatibility, AHRI matchup, SEER2 rating, dimensions, line-set size, venting requirements, drainage requirements, electrical requirements, controls, accessories, and installation requirements.

Any assistance, recommendation, estimate, quote, text message, verbal statement, or product guidance provided by Midwest HVAC Supply is for general informational purposes only and is not a guarantee of compatibility, performance, efficiency rating, proper sizing, code compliance, or suitability for a specific job.

4. Purchaser Qualification and Assumption of Risk

Buyer represents and agrees that Buyer is solely responsible for ensuring that all products are selected, handled, transported, stored, installed, started, serviced, maintained, and used by properly qualified, licensed, certified, and insured persons where required by law, code, manufacturer instructions, or industry standards.

If Buyer purchases products for personal use, resale, installation by others, self-installation, or installation without properly qualified and licensed professionals where required, Buyer assumes all risk and responsibility for the purchase, handling, installation, startup, use, performance, failure, damage, injury, code violation, warranty denial, or loss connected to those products.

Midwest HVAC Supply shall not be responsible for any claim, damage, loss, injury, death, property damage, equipment failure, code violation, warranty denial, or expense resulting from improper selection, improper sizing, improper installation, unqualified installation, misuse, lack of maintenance, failure to follow manufacturer instructions, or failure to comply with applicable laws and codes.

5. Permits, Licensing, and Code Compliance

Buyer is solely responsible for obtaining all required permits, licenses, inspections, approvals, and certifications related to the installation, handling, resale, servicing, or use of any product purchased.

Buyer is solely responsible for compliance with all federal, state, local, EPA, refrigerant, electrical, mechanical, building, fire, safety, and environmental laws, rules, regulations, and codes.

6. Payment Terms

Payment is due according to the invoice, quotation, sales order, receipt, or approved credit terms. Orders may be held until payment is received and cleared.

Buyer agrees to pay all applicable charges, including product cost, tax, freight, delivery, lawfully permitted and properly disclosed payment-processing fees, returned payment fees, chargeback fees, collection costs, attorney fees, court costs, and any other amounts owed.

Credit Card Surcharge (2.5%). Midwest HVAC Supply may apply a 2.5% surcharge to eligible credit card transactions, provided the amount does not exceed its applicable cost of credit card acceptance or any lower limit imposed by law, card-network rules, or payment processing agreements. No surcharge applies to debit or prepaid cards, including those processed without a PIN. Any applicable surcharge will be disclosed before payment and separately itemized on the receipt. The surcharge does not apply where prohibited.

Returned payments, failed ACH payments, disputed payments, chargebacks, or unpaid balances may result in additional fees, collection action, account hold, cancellation of future orders, or refusal of additional sales.

7. Taxes and Exemption Certificates

Buyer is responsible for all sales tax, use tax, and other taxes unless Buyer provides a valid and acceptable exemption certificate before purchase.

If an exemption certificate is later rejected, expired, incomplete, invalid, or not applicable, Buyer agrees to pay all taxes, penalties, interest, and related costs.

8. Pickup, Delivery, Title, and Risk of Loss

Buyer must inspect all products before pickup, delivery acceptance, loading, or release.

Once products are picked up, delivered, loaded, released to Buyer, released to Buyer driver, released to a carrier, or otherwise leave Midwest HVAC Supply possession, risk of loss, damage, theft, shortage, weather

exposure, improper handling, or transportation damage transfers to Buyer. The timing and allocation of risk and title are subject to applicable law, including any nonwaivable rules governing delivery and shipment.

Midwest HVAC Supply is not responsible for damage caused by loading, unloading, transportation, storage, jobsite conditions, weather, theft, improper handling, or installation.

9. Inspection and Claims

Buyer must inspect all merchandise at the time of delivery or pickup, before signing the packing slip or delivery receipt. Any visible damage, damaged packaging, shortage, incorrect item, or other discrepancy reasonably discoverable through inspection must be reported immediately and documented on the delivery or pickup receipt before acceptance. Buyer must reject visibly damaged or incorrect merchandise at delivery or pickup. No 48-hour reporting grace period applies to these visible or reasonably discoverable discrepancies. To the fullest extent permitted by law, Midwest HVAC Supply may reject subsequent claims relating to visible damage, shortage, or discrepancy that should reasonably have been documented at delivery or pickup. This provision does not eliminate nonwaivable rights involving concealed defects, latent nonconformity, manufacturer warranty claims, or remedies required by applicable law.

Discretionary returns will not be accepted after a product has been installed, modified, wired, connected, charged with refrigerant, used, damaged, altered, or removed from original packaging, except with Midwest HVAC Supply written approval or as required by applicable law. Manufacturer warranty claims and nonwaivable remedies remain governed by applicable law and the applicable manufacturer warranty.

9A. Delivery, Pickup, and Signed Condition Acknowledgment

Upon delivery or pickup, Buyer or an authorized receiver must inspect merchandise for correct quantities, model and serial numbers, visible damage, packaging damage, shortages, and incorrect items before signing. Visibly damaged or incorrect goods must be rejected, and exceptions must be written on the delivery or pickup document before signing.

By signing without noting exceptions, the receiver acknowledges receipt of the listed merchandise in satisfactory apparent condition and confirms the quantities received. A signed acknowledgment documents observable condition at receipt; it does not represent a waiver of rights for concealed defects, latent nonconformities, or manufacturer warranty claims that may be protected by law.

After delivery or pickup, Buyer is responsible for handling, storage, transportation, theft, and damage in accordance with Section 8 and applicable law. Midwest HVAC Supply may retain signed delivery records, recorded exceptions, serial numbers, and condition photographs in its business records.

Packing slip acknowledgment (place immediately above signature): MATERIAL RECEIVED IN GOOD CONDITION. CUSTOMER CONFIRMS ALL ITEMS HAVE BEEN INSPECTED AND ACCEPTED. ANY VISIBLE DAMAGE, SHORTAGES, OR DISCREPANCIES MUST BE REPORTED AND DOCUMENTED BEFORE SIGNING. CUSTOMER AGREES TO MIDWEST HVAC/R SUPPLY TERMS AND CONDITIONS OF SALE.

10. Returns, Refunds, and Final Sales

10.1 All HVAC Equipment Sales Are Final and Nonrefundable. All purchases of furnaces, air conditioners, condensers, evaporator coils, air handlers, heat pumps, mini-splits, refrigeration equipment, and complete HVAC/R systems are FINAL SALE, NONRETURNABLE, NONEXCHANGEABLE, AND NONREFUNDABLE. Midwest HVAC Supply will not issue discretionary cash refunds, credit card refunds, store credits, or

exchanges for such equipment because of ordering errors, changed plans, incompatibility, incorrect sizing, buyer remorse, or unused status. Exceptions exist only where required by applicable law or expressly authorized in writing by Midwest HVAC Supply. Manufacturer warranty claims are handled separately under Section 12.

10.2 Electrical and Electronic Components - No Returns or Refunds. All sales of electrical and electronic components are final, including control boards, circuit boards, thermostats, sensors, transformers, relays, contactors, capacitors, blower and condenser motors, ignition controls, electronic gas valves and controls, switches, wiring harnesses, and electronic modules. They cannot be returned, exchanged, or refunded for misdiagnosis, incorrect selection, ordering error, or buyer remorse, whether opened or unopened, except as required by applicable law.

10.3 Installed, Used, or Opened Merchandise. No product that has been installed, wired, connected, energized, operated, charged with refrigerant, modified, altered, damaged, or used may be returned, even if used briefly. Opened products and products with broken manufacturer seals are nonreturnable, except as required by applicable law.

10.4 Original Packaging and Condition. All merchandise eligible for an authorized discretionary return must be unused, uninstalled, undamaged, complete, in original manufacturer packaging and resaleable as new. Original labels, seals, documentation, accessories, hardware, and protective materials must be intact. Incomplete, repackaged, damaged-box, or missing-packaging merchandise is not eligible.

10.5 Written Authorization and Deadline. Any otherwise eligible return requires prior written return authorization from Midwest HVAC Supply and an original invoice or proof of purchase. Requests must be made within 30 calendar days from purchase. An authorization request does not guarantee acceptance; unauthorized returns may be refused. The 30-day limit does not restrict applicable nonwaivable legal rights or manufacturer warranty procedures.

10.6 Minimum 20 Percent Restocking Fee. All approved discretionary returns of otherwise eligible merchandise are subject to a minimum 20% restocking fee calculated on the original pre-tax item purchase price. Additional reasonable freight, handling, and manufacturer return charges may apply as disclosed and permitted by law. This fee does not apply when prohibited by law or to remedies required for a seller error or legally actionable defect.

10.7 Special Orders and Restricted Merchandise. Special orders, non-stock, custom and manufacturer-direct items, refrigerants, compressors, and items not accepted back by the manufacturer are final sale and nonreturnable, subject to law and any written exception by Midwest HVAC Supply.

10.8 No Cash Refunds on Discretionary Returns. Midwest HVAC Supply may issue approved discretionary returns as store credit instead of cash or payment-card refunds when permitted by law. No cash refunds will be provided for discretionary returns unless specifically authorized in writing; refunds or other remedies required by law remain available.

10.9 Manufacturer Warranty Is Not a Return. Suspected defects are subject to applicable manufacturer warranty evaluation, registration, claim, replacement and authorization procedures. Manufacturer warranty service does not create an unrestricted right to return, refund, or exchange merchandise. Nothing in these terms eliminates nonwaivable rights or remedies under applicable law.

10.10 Inspection and Exceptions. Midwest HVAC Supply may inspect any tendered item and reject a return that fails these conditions. Only an authorized Midwest HVAC Supply representative may approve a written exception.

11. Special Orders and Backorders

Special orders, custom orders, manufacturer-direct items, non-stock items, and large equipment orders cannot be canceled or returned unless Midwest HVAC Supply and/or the manufacturer approves in writing.

Estimated delivery dates are not guaranteed. Midwest HVAC Supply is not responsible for manufacturer delays, freight delays, backorders, shortages, supply chain delays, or product availability changes outside its control.

12. Manufacturer Warranty Only

Products sold by Midwest HVAC Supply are covered only by the manufacturer warranty, if any. Midwest HVAC Supply does not provide any separate labor warranty, installation warranty, workmanship warranty, design warranty, performance warranty, or service warranty.

Warranty approval, denial, replacement, repair, registration requirements, labor allowances, parts coverage, compressor coverage, and warranty period are controlled by the manufacturer, not Midwest HVAC Supply.

Buyer is responsible for warranty registration, proof of purchase, serial number tracking, proper installation, maintenance records, and compliance with all manufacturer warranty requirements.

13. No Labor or Consequential Damage Coverage

Midwest HVAC Supply is not responsible for labor, diagnosis, service calls, refrigerant, recovery, evacuation, installation, removal, reinstallation, crane costs, lift costs, electrical work, ductwork, permits, inspection fees, lost income, lost profit, business interruption, property damage, inconvenience, hotel costs, delay damages, or any incidental, indirect, special, punitive, or consequential damages.

If a product is defective and covered by manufacturer warranty, Buyer remedy is limited to the manufacturer-approved replacement part, replacement unit, credit, or repair process. Any remedy required by applicable law remains available.

14. Disclaimer of Warranties

Except for any manufacturer warranty that may apply, all products are sold as provided by the manufacturer.

To the fullest extent allowed by law, Midwest HVAC Supply disclaims all other warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, compatibility, system performance, efficiency rating, code compliance, and suitability for Buyer intended use.

15. Limitation of Liability

To the fullest extent allowed by law, Midwest HVAC Supply total liability for any claim related to any product, quotation, invoice, sale, delivery, pickup, payment, or transaction shall not exceed the amount paid by Buyer for the specific product giving rise to the claim.

Midwest HVAC Supply shall not be liable for any indirect, incidental, special, consequential, punitive, business, property, or delay damages arising from product selection, installation, delay, defect, failure, misuse, improper sizing, improper installation, or Buyer use of the products.

16. Safety and Installation

Buyer agrees that HVAC/R equipment must be installed, started, serviced, and maintained by properly qualified, licensed, certified, and insured professionals where required.

Buyer assumes full responsibility for installation, startup, testing, refrigerant charging, recovery, evacuation, venting, combustion safety, electrical connections, gas piping, drainage, airflow, controls, and system operation.

Midwest HVAC Supply is not responsible for carbon monoxide issues, electrical hazards, refrigerant leaks, water damage, fire, explosion, mold, equipment failure, personal injury, property damage, or code violations caused by improper installation, misuse, lack of maintenance, or failure to follow manufacturer instructions.

17. Refrigerant and Regulated Products

Buyer is responsible for complying with all laws and regulations related to refrigerants, recovery, storage, transport, resale, handling, and use.

Midwest HVAC Supply may refuse sale of regulated products if Buyer does not provide required certification, license, or documentation.

18. Indemnification

Buyer agrees to defend, indemnify, and hold harmless Midwest HVAC Supply, its owners, employees, representatives, suppliers, and affiliates from any claim, lawsuit, damage, loss, injury, death, fine, penalty, attorney fee, or expense arising from Buyer purchase, resale, transportation, storage, handling, installation, use, misuse, repair, servicing, or disposal of any product sold by Midwest HVAC Supply.

This includes claims caused by improper selection, improper sizing, improper installation, unqualified installation, code violations, lack of permits, unsafe use, property damage, personal injury, Buyer employees, Buyer subcontractors, Buyer drivers, Buyer customers, or end users.

19. Chargebacks and Payment Disputes

Buyer agrees to contact Midwest HVAC Supply in writing before filing any payment dispute or chargeback.

A chargeback does not cancel Buyer obligation to pay for products received. If a chargeback is filed after products are released, Buyer agrees to pay the unpaid balance, chargeback fees, collection costs, attorney fees, and related expenses unless Midwest HVAC Supply agrees in writing that the chargeback was valid.

20. Electronic Acceptance and Records

Buyer agrees that electronic signatures, checkbox acceptance, typed names, digital approvals, payment approvals, pickup confirmations, delivery confirmations, timestamps, user records, and electronic records in our electronic sales or recordkeeping systems are valid and enforceable.

Buyer approval of a quotation, invoice, payment, pickup release, delivery confirmation, or terms checkbox through an authorized electronic sales system is treated the same as written acceptance.

21. Governing Law and Venue

These Terms and Conditions shall be governed by the laws of the State of Michigan.

Any dispute related to Midwest HVAC Supply, any product sale, quotation, invoice, payment, delivery, pickup, or these Terms and Conditions shall be handled in the appropriate court located in Wayne County, Michigan, unless Midwest HVAC Supply chooses another legally proper venue.

22. No Waiver

If Midwest HVAC Supply does not enforce any part of these terms at any time, that does not waive Midwest HVAC Supply right to enforce that term later.

23. Severability

If any part of these terms is found invalid or unenforceable, the remaining terms shall continue in full force and effect.

24. Entire Agreement

These Terms and Conditions, together with the applicable quotation, invoice, sales order, receipt, credit application, pickup confirmation, delivery confirmation, and any written agreement signed by Midwest HVAC Supply, make up the entire agreement for the sale.

No employee, salesperson, text message, phone call, email, or verbal statement can change these terms unless approved in writing by an authorized representative of Midwest HVAC Supply.