

# BIG-ABE Terms of Service

Customer service terms for scheduling, field operations, emergency response, billing, digital approvals, and customer obligations

## KEEPING CRITICAL SYSTEMS OPERATIONAL

|                |               |
|----------------|---------------|
| Version        | 1.0           |
| Effective Date | July 15, 2026 |
| Last Updated   | July 26, 2026 |

## Contents

1. Purpose, Scope, and Order of Terms
  2. Acceptance of These Terms
  3. Service Requests and Authorization to Begin Work
  4. Scheduling, Dispatch, and Service Priority
  5. Emergency Service and Stabilization
  6. Estimates, Diagnostics, Pricing, and Scope Changes
  7. Customer Responsibilities
  8. Site Safety, Access, and Work Conditions
  9. Right to Refuse, Delay, or Suspend Service
  10. Permits, Licensing, Specialty Work, and Subcontractors
  11. Parts, Materials, Manufacturer Requirements, and Warranty Coordination
  12. Customer Property, Inventory, and Site Contents
  13. Service Records, Photographs, and Customer Equipment Data
  14. Digital Services, Portals, Remote Monitoring, and Electronic Approvals
  15. Communications, SMS, and Notices
  16. Payment Terms, Deposits, Credit, and Collections
  17. Cancellation, Rescheduling, No-Access, and Trip Charges
  18. Workmanship Warranty and Warranty Limitations
  19. Website, Content, Limited License, and User Conduct
  20. Third-Party Services, Links, Manufacturers, and Platforms
  21. Customer Submissions, Feedback, and Non-Confidential Materials
  22. Intellectual Property, Names, Logos, and Service Documentation
  23. Privacy and Data Protection
  24. Government, Prime-Contractor, and Special Customer Terms
  25. Insurance
  26. Disclaimers and Limitation of Liability
  27. Indemnification
  28. Force Majeure
  29. Governing Law, Venue, Dispute Resolution, and General Legal Terms
  30. Changes to These Terms; Termination and Survival
  31. Complaint Resolution and Customer Support
  32. Contact
- Appendix A - Definitions

## Our Service Commitment

BIG-ABE is committed to delivering technically sound, professionally managed service built on clear communication, mutual respect, and transparent expectations. These Terms of Service establish the framework that helps protect our customers, our personnel, and the critical systems entrusted to our care. These Terms of Service should be read together with the BIG-ABE Privacy Policy and other applicable customer notices.

## 1. Purpose, Scope, and Order of Terms

These Terms of Service govern requests for, authorization of, scheduling of, performance of, documentation of, and payment for BIG-ABE appliance, refrigeration, HVAC, critical-systems, emergency-response, preventive-maintenance, diagnostic, repair, replacement, installation-support, consulting, and related services.

These Terms apply to residential customers, commercial customers, property managers, facilities contacts, tenants or occupants who request authorized service, business account customers, and other persons or organizations that request or receive BIG-ABE services, unless a signed written agreement states otherwise.

Additional written estimates, invoices, statements of work, maintenance agreements, warranty terms, purchase orders, project documents, emergency authorizations, financing terms, manufacturer requirements, customer account terms, or government/prime-contractor flow-down terms may supplement these Terms. If there is a direct conflict, the more specific written agreement signed or accepted for the particular service should control for that service.

### Customer-Type Expectations

| Customer context                                          | Common expectations                                                                                                                                                                                                    | Notes                                                                                                                                                              |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Residential service                                       | Homeowner, tenant, occupant, or authorized household representative approval; residential billing; household access; reasonable protection of pets, children, valuables, and ordinary living areas.                    | Residential work may involve consumer expectations and household access limits that differ from commercial or industrial sites.                                    |
| Commercial or industrial service                          | Facility representatives, property managers, purchase orders, loading docks, escorts, site orientations, utility shutdown coordination, rooftop or equipment-room access, security rules, and operational constraints. | Commercial and industrial customers should identify an authorized site contact who can approve work, coordinate access, and make timely scope or safety decisions. |
| Government, prime-contractor, or special customer service | Additional written terms, flow-down clauses, badging, security clearances, insurance requirements, procurement rules, access controls, or contract-specific documentation.                                             | Special customer terms bind BIG-ABE only when accepted in writing by an authorized BIG-ABE representative.                                                         |

## 2. Acceptance of These Terms

A customer accepts these Terms by requesting service, scheduling an appointment, approving an estimate or work order, accepting a quote, authorizing diagnostics or repairs, using a BIG-ABE customer portal, signing electronically, providing payment information, allowing BIG-ABE personnel to begin work, or otherwise receiving services after these Terms are made available.

BIG-ABE may update these Terms from time to time. Continued use of BIG-ABE services, portals, websites, forms, communication channels, or customer account features after updated Terms are posted or provided constitutes acceptance of the updated Terms to the extent permitted by applicable law.

A person who accepts service on behalf of a company, agency, property owner, tenant, facility, or other customer represents that the person has authority to do so.

## 3. Service Requests and Authorization to Begin Work

Customers may request service through the BIG-ABE website, QR codes, customer portal, phone, email, or other approved channels. BIG-ABE is authorized to begin work only when the customer, an authorized representative, or a person with apparent authority approves the applicable diagnostic, service call, emergency response, estimate, work order, maintenance activity, repair, replacement, or project scope.

Authorization may be provided by signature, electronic signature, website or portal approval, email, SMS or other written approval where permitted, recorded verbal authorization, on-site approval, purchase order, account authorization, emergency authorization, or other approval method accepted by BIG-ABE.

Submitting a request for service does not by itself guarantee appointment availability, emergency response, pricing, warranty coverage, parts availability, service completion, or a particular result. BIG-ABE may evaluate the request before accepting or prioritizing work.

### Authorization Examples

| Authorization method           | Examples                                                                                                                                                            | Operational effect                                                                                                                                               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Written or electronic approval | Signed estimate, work order, invoice approval, e-signature, email confirmation, portal approval, or affirmative SMS approval where permitted.                       | BIG-ABE may begin the approved diagnostic, repair, maintenance, emergency, or project work described in the approval.                                            |
| On-site approval               | Customer, property manager, tenant representative, facilities contact, supervisor, or other person with apparent authority authorizes work at the service location. | BIG-ABE may rely on the approval unless BIG-ABE has reason to know the person lacks authority.                                                                   |
| Recorded verbal authorization  | Phone approval, dispatch approval, or verbal authorization recorded in BIG-ABE service notes.                                                                       | BIG-ABE may proceed with work and record the approval source, date, time, and scope where practical.                                                             |
| Emergency authorization        | Customer requests urgent response, stabilization, safety mitigation, system shutdown, temporary repair, or business-continuity support.                             | BIG-ABE may take reasonable emergency actions within the communicated emergency scope and may pause for revised authorization when the scope materially changes. |

### Service Types and Deliverables

| Service type                        | Typical purpose                                                                                                                                                | Boundary                                                                                                                                                      |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inspection                          | Observe and document visible or accessible conditions, equipment status, maintenance concerns, or compliance-related items within the agreed inspection scope. | An inspection does not by itself include repair, replacement, warranty approval, engineering certification, or correction of discovered issues.               |
| Diagnostic                          | Identify probable cause, failure mode, operating condition, or next recommended action based on available information and access.                              | A diagnosis does not guarantee that repair is possible, economical, permanent, or completed during the same visit.                                            |
| Repair                              | Perform authorized labor and install authorized parts or materials intended to correct an identified issue.                                                    | Repair scope is limited to the approved work and may not address unrelated, concealed, intermittent, or later-discovered failures.                            |
| Replacement or installation support | Remove or replace equipment, components, assemblies, or systems when authorized and within BIG-ABE's accepted scope.                                           | A recommendation to replace equipment does not authorize replacement until the customer approves the applicable proposal, quote, work order, or change order. |
| Consulting or recommendation        | Provide practical technical recommendations, planning input, equipment observations, or maintenance guidance.                                                  | Consulting does not create a design, engineering, code-compliance, or guaranteed-outcome obligation unless expressly stated in a signed written agreement.    |

## 4. Scheduling, Dispatch, and Service Priority

Scheduling depends on technician availability, geographic routing, service priority, customer responsiveness, site access, safety conditions, weather, equipment information, parts availability, permits, account status, emergency demand, and other operational factors.

Appointment windows and response targets are estimates, not guarantees, unless BIG-ABE expressly states otherwise in a signed written agreement. BIG-ABE may contact the customer to update arrival estimates, request access details, reschedule work, or obtain additional information.

BIG-ABE may prioritize critical systems, safety issues, emergency stabilization, active commercial refrigeration failures, vulnerable customer needs, warranty deadlines, previously scheduled commitments, and other operational considerations.

## 5. Emergency Service and Stabilization

Emergency service is intended to assess urgent conditions, reduce immediate risk, preserve critical system function where practical, protect people or property where practical, and support business continuity. Emergency service may include diagnosis, temporary stabilization, shutdown, bypass, temporary repair, parts sourcing, referral, or recommendation for additional work.

Emergency response goals are operational targets and do not guarantee immediate availability, same-day completion, permanent repair, parts availability, uninterrupted operation, inventory preservation, revenue protection, or business continuity.

After-hours, holiday, priority-response, emergency, temporary-stabilization, and return-trip charges may apply. BIG-ABE may pause emergency work for revised authorization when diagnosis reveals a materially different scope, major safety concern, replacement requirement, permit issue, hazardous condition, or customer decision point.

## 6. Estimates, Diagnostics, Pricing, and Scope Changes

BIG-ABE may provide diagnostic fees, service-call charges, labor rates, parts pricing, emergency rates, flat-rate pricing, project pricing, trip charges, deposits, return-trip estimates, quotes, proposals, change orders, invoices, portal approvals, work orders, account schedules, or other written communications.

Estimates are based on information available at the time and may change if diagnosis reveals additional failures, concealed conditions, incorrect equipment information, unavailable parts, manufacturer requirements, code or permit issues, unsafe conditions, changed customer instructions, third-party delays, or work outside the original scope.

If the scope materially changes, BIG-ABE may pause work until the customer approves the revised scope, pricing, schedule, or risk allocation. Continuing work after receiving a revised estimate, approving additional work, or directing BIG-ABE to proceed may constitute authorization for the changed scope.

Diagnosis may reveal that replacement, additional repairs, manufacturer service, specialty work, engineering review, permit work, or third-party service is required instead of or in addition to the work originally requested.

### Service Document Definitions

| Document     | Typical meaning                                                                                                                                                        | Customer effect                                                                                            |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Estimate     | Expected pricing or range based on information available at the time.                                                                                                  | May change when facts, access, parts, failures, labor, or scope change.                                    |
| Proposal     | Recommended solution, service plan, repair approach, replacement path, or project approach.                                                                            | Does not authorize work unless accepted through an approved authorization method.                          |
| Quote        | Offer for identified work at stated pricing or stated commercial terms, if accepted within the stated conditions and time period.                                      | May become binding when accepted, subject to stated exclusions, assumptions, and change-order terms.       |
| Work order   | Operational authorization and service record describing requested or approved work.                                                                                    | Allows BIG-ABE to dispatch, perform, document, and invoice the approved work.                              |
| Change order | Written, electronic, portal, work-order, email, recorded verbal, or other approved authorization for a material scope, price, schedule, parts, access, or risk change. | Allows BIG-ABE to perform the changed work and invoice according to the approved change.                   |
| Invoice      | Billing record for authorized work, parts, services, charges, taxes, fees, deposits, or account activity.                                                              | Creates payment obligations according to the invoice, account terms, written agreement, or applicable law. |

### Change Orders

A change order may be required when additional equipment is discovered, additional refrigerant is needed, hidden damage is found, electrical or structural work affects the service path, roof or restricted access changes the work conditions, code or permit issues arise, customer instructions change, or the scope increases beyond the approved estimate, proposal, quote, work order, or service authorization.

BIG-ABE may pause changed work until the customer approves the change order or other revised authorization. A change order may be documented through a signed document, portal approval, email, SMS or other written approval where permitted, recorded verbal authorization, work-order notation, purchase-order revision, or other approval method accepted by BIG-ABE.

## 7. Customer Responsibilities

Customers are responsible for providing accurate contact information, service address, billing information, equipment details, symptoms, model and serial information where available, warranty information, access instructions, parking or loading requirements, site rules, safety concerns, permit information, and timely approvals.

- Provide a safe and reasonably clear work area, reasonable utility access, adequate lighting, required escorts, access to panels or equipment rooms, and timely entry to the service location.
- Disclose known hazards, restricted areas, alarm systems, special site rules, asbestos or hazardous materials concerns, refrigerant or chemical concerns, biohazards, pest issues, water intrusion, structural issues, aggressive behavior, or other conditions that may affect safe service.
- Secure pets, supervise children, protect valuable or fragile items, move stored products or personal belongings when requested, and maintain responsibility for perishable goods, refrigerated inventory, data, records, and other property not expressly accepted by BIG-ABE in writing.
- Obtain landlord, tenant, property-management, facility, association, government, or other third-party permissions when required for access or work.

### Customer Cooperation

Customer cooperation materially affects scheduling, safety, pricing, warranty coordination, and completion. Customers should provide timely approvals, identify an available site representative, coordinate utility shutdowns or restarts when required, maintain reasonable access, and respond promptly to questions about scope, safety, parts, payment, warranty, or operational constraints.

Delays caused by unavailable representatives, delayed approvals, access restrictions, utility constraints, missing information, site rules, or customer-controlled scheduling limits may affect completion dates, emergency response, project pricing, trip charges, warranty timelines, or parts availability.

## 8. Site Safety, Access, and Work Conditions

BIG-ABE personnel may need safe access to rooftops, ladders, mechanical rooms, utility rooms, panels, basements, crawlspaces, kitchens, refrigerated rooms, equipment pads, yards, loading areas, or other service areas. The customer is responsible for making those areas reasonably accessible and safe.

Customers should not request BIG-ABE personnel to work in unsafe conditions, bypass OSHA-related safety practices, bypass lockout/tagout or energy-control procedures, ignore manufacturer safety procedures, violate licensing laws, violate applicable law, enter restricted areas without authorization, perform work requiring unavailable permits, or operate around unsecured hazards.

BIG-ABE may require the customer to correct access, lighting, ventilation, electrical, structural, sanitation, security, escort, weather, or hazard conditions before work begins or continues. Delays caused by site conditions may result in rescheduling, trip charges, emergency-rate changes, or revised estimates.

## 9. Right to Refuse, Delay, or Suspend Service

BIG-ABE may refuse, delay, suspend, or discontinue service when conditions make service unsafe, unlawful, impractical, outside BIG-ABE's scope, inconsistent with licensing or permit requirements, or inconsistent with these Terms or a written agreement.

- Unsafe site conditions, inadequate access, missing utilities, inadequate lighting, weather hazards, hazardous materials, suspected contamination, or required escorts unavailable.
- Required permits, approvals, landlord or property-manager authorization, government/customer access approvals, or specialty licenses are missing or disputed.

- Abusive, threatening, harassing, discriminatory, violent, or unsafe behavior toward BIG-ABE personnel or subcontractors occurs.
- Payment obligations remain outstanding, credit terms are suspended, deposits are not received, payment authorization fails, or account status does not permit additional work.
- Customer instructions would be inconsistent with EPA requirements, refrigerant-handling rules, environmental regulations, licensing requirements, manufacturer safety procedures, OSHA-related safety practices, or lockout/tagout expectations.
- The scope materially changes, illegal activity is observed, customer instructions conflict with law or safety requirements, or the customer denies access or refuses necessary decisions.

Suspension or refusal of service does not waive payment obligations for authorized work already performed, parts ordered, deposits due, trip charges, diagnostic fees, or other charges permitted by the applicable estimate, invoice, account terms, or law.

## 10. Permits, Licensing, Specialty Work, and Subcontractors

BIG-ABE intends to perform work through appropriately licensed personnel, qualified technicians, or authorized subcontractors when licensing, certification, trade scope, manufacturer requirements, or project conditions require specialized capability.

Permit responsibility may depend on the project type, jurisdiction, property type, written agreement, and applicable law. Unless a written agreement states otherwise, the customer remains responsible for providing information and approvals necessary to obtain permits or property access authorizations.

BIG-ABE may subcontract specialty work, refer work to third parties, coordinate with manufacturers or warranty administrators, or decline work that requires licensing, certification, engineering, environmental, structural, electrical, plumbing, fire-safety, governmental, or other specialty authority outside BIG-ABE's accepted scope.

BIG-ABE may decline or pause requests that appear inconsistent with EPA requirements, refrigerant-handling obligations, environmental regulations, licensing rules, permit conditions, manufacturer safety instructions, or other legal compliance obligations.

## 11. Parts, Materials, Manufacturer Requirements, and Warranty Coordination

Parts availability, distributor requirements, manufacturer warranty coverage, warranty-administrator approvals, shipping delays, discontinued components, substitute parts, customer-supplied parts, refrigerant requirements, and manufacturer documentation may affect timing, pricing, and completion.

BIG-ABE may collect model and serial numbers, photographs, diagnostic readings, failure descriptions, prior service history, warranty records, customer approvals, proof of purchase, invoices, and related information needed to support parts sourcing, warranty review, or manufacturer coordination.

Manufacturer warranties are provided by the manufacturer, not BIG-ABE, unless BIG-ABE expressly assumes a separate written obligation. Warranty administrators, manufacturers, distributors, payment processors, and third-party service platforms may impose their own terms, timelines, evidence requirements, exclusions, and privacy practices.

Customer-supplied parts are used only if BIG-ABE accepts them for the specific job. BIG-ABE does not warrant customer-supplied parts, does not guarantee their compatibility, may charge additional labor or return-trip costs related to incorrect or defective customer-supplied parts, and may decline to install parts that appear unsafe, incompatible, counterfeit, damaged, used, undocumented, or inconsistent with law, manufacturer requirements, or accepted trade practice.

Removed parts, failed components, warranty parts, scrap equipment, packaging, and similar materials may be retained by BIG-ABE, returned to the customer, returned to a manufacturer or distributor, recycled, reclaimed, or disposed of depending on warranty requirements, legal requirements, safety, environmental rules, customer request, and written agreement. A customer who wants a removed part returned should request return before work begins; return may not be available for warranty parts, regulated materials, contaminated parts, or materials that must be handled under legal or environmental rules.

Recovered refrigerants and regulated materials must be handled according to applicable law, including EPA and environmental requirements where applicable. BIG-ABE may recover, reclaim, recycle, dispose of, document, or refuse to handle refrigerants or regulated materials as required by law, licensing, safety, equipment condition, or accepted compliance practice.

## 12. Customer Property, Inventory, and Site Contents

Customers remain responsible for furniture, stored products, inventory, refrigerated or frozen goods, perishable items, business records, data, removable media, personal belongings, valuables, fragile items, and other property at the service location unless BIG-ABE expressly accepts responsibility in a signed written agreement.

BIG-ABE may request that the customer move items, clear access, unload equipment, protect inventory, back up data, secure valuables, or provide staff to manage product movement. If BIG-ABE assists with moving items, BIG-ABE does so as a courtesy unless a written agreement states otherwise.

Commercial refrigeration and critical-system failures can affect inventory, production, operations, revenue, customer commitments, and business continuity. Customers should maintain appropriate insurance, backup systems, emergency plans, monitoring, and inventory-protection procedures for their operations.

## 13. Service Records, Photographs, and Customer Equipment Data

BIG-ABE may create service records, dispatch notes, diagnostic notes, technician observations, photographs, videos, measurements, equipment readings, warranty evidence, invoices, approvals, service-history records, and internal workpapers to perform work, support future service, resolve disputes, coordinate warranty claims, improve operations, and satisfy legal or business obligations.

Customers own their equipment, personal information, and purchased deliverables such as inspection reports or written deliverables provided under a signed agreement. BIG-ABE owns its internal notes, diagnostic analyses, service methods, templates, workpapers, business records, and internal documentation, subject to applicable law and written agreements.

BIG-ABE may use de-identified, aggregated, or non-customer-identifying equipment and service information to improve diagnostics, training, quality, safety, preventive maintenance, remote monitoring, predictive maintenance, and business operations.

## 14. Digital Services, Portals, Remote Monitoring, and Electronic Approvals

BIG-ABE may provide or use customer portals, online service requests, electronic signatures, online approvals, payment links, remote diagnostics, IoT integrations, remote monitoring, predictive-maintenance tools, analytics, communication platforms, or other digital services. These features may be provided by BIG-ABE or third-party providers.

Customers are responsible for maintaining accurate portal information, protecting credentials, limiting access to authorized users, promptly reporting suspected unauthorized access, and ensuring that persons who approve work electronically have authority to bind the customer.

Administrative AI tools, automation, routing systems, scheduling tools, drafting tools, analytics, or decision-support systems may assist with scheduling, communications, summaries, record organization, triage, recommendations, or internal administration. They do not replace technician judgment, customer authorization, manufacturer requirements, legal compliance, or BIG-ABE's final business decisions.

Remote monitoring, predictive maintenance, sensor data, alerts, and digital workflows support service but do not guarantee detection of every failure, prevention of loss, uninterrupted operation, emergency response, inventory preservation, or business continuity. BIG-ABE may modify, suspend, discontinue, or restrict digital-service features for maintenance, security, operational, account, or legal reasons.

## 15. Communications, SMS, and Notices

BIG-ABE may communicate by phone, email, SMS, voicemail, customer portal, payment link, mailed notice, service notes, or other reasonable channel related to service requests, appointment reminders, dispatch, technician ETA, access coordination, approvals, invoices, payment, warranty, support, and follow-up.

SMS communications are governed by the BIG-ABE SMS Terms & Conditions and Privacy Policy. SMS consent is not required to purchase services. Customers may opt out of SMS as described in the SMS Terms & Conditions, but BIG-ABE may use other reasonable channels for service-related communications.

A notice sent to the contact information provided by the customer is effective when sent, delivered, posted to the portal, or otherwise made available through the applicable communication channel, unless applicable law or a written agreement requires a different notice method.

## **16. Payment Terms, Deposits, Credit, and Collections**

Payment is due as stated in the estimate, invoice, payment link, customer portal, account terms, financing agreement, purchase order, signed agreement, or other written payment arrangement. If no different written term applies, payment is due upon completion of the authorized service or upon invoice presentation.

BIG-ABE may require diagnostic fees, service-call charges, trip charges, deposits, prepayment for special-order parts, progress payments, emergency-rate acceptance, credit-card authorization, commercial account approval, or payment before scheduling or continuing work.

Late payments, returned payments, failed authorizations, disputed charges, collection costs, interest, suspension of credit, and account holds may be handled according to the applicable invoice, account terms, written agreement, and law. Financing, if offered, is subject to separate financing-provider terms.

Customers should raise billing concerns promptly so BIG-ABE can review the invoice, service notes, authorization records, and payment history before the matter escalates.

## **17. Cancellation, Rescheduling, No-Access, and Trip Charges**

Customers should provide reasonable notice if they need to cancel or reschedule an appointment. BIG-ABE may reschedule service because of technician delays, emergency interruptions, weather, safety conditions, routing, parts availability, customer access issues, or other operational needs.

No-access conditions, missed appointments, denied entry, unavailable escorts, locked areas, incorrect address information, unrestrained hazards, missing permissions, or customer delay may result in trip charges, diagnostic charges, rescheduling, revised pricing, or suspension of work.

Emergency service may interrupt ordinary scheduling. BIG-ABE will use reasonable efforts to communicate scheduling changes, but appointment windows remain estimates unless a signed written agreement states otherwise.

## **18. Workmanship Warranty and Warranty Limitations**

A BIG-ABE workmanship warranty, if any, applies only to the labor or workmanship expressly covered by the applicable estimate, invoice, written service agreement, maintenance plan, service-plan terms, or other written BIG-ABE warranty document. The length, scope, exclusions, and claim process may differ by service type, customer type, equipment, account terms, or written agreement.

Manufacturer parts or equipment warranties are separate from BIG-ABE workmanship warranties and are governed by the manufacturer, distributor, or warranty administrator. Service-plan warranties or maintenance-plan commitments are separate from ordinary service-call warranties and apply only as stated in the applicable plan documents.

Emergency stabilization, temporary repairs, bypasses, shutdowns, temporary operating recommendations, or business-continuity measures are limited temporary measures unless BIG-ABE expressly states in writing that they are permanent repairs or covered warranty work.

Unless a written BIG-ABE warranty states otherwise, warranties do not cover normal wear, misuse, abuse, neglect, lack of maintenance, customer-supplied parts, third-party modifications, work performed by others, preexisting conditions, concealed conditions, improper utility service, power quality issues, water intrusion, pests, weather, acts of nature, hazardous conditions, code violations, or conditions outside BIG-ABE's reasonable control.

A warranty claim may require timely notice, access for inspection, proof of service, equipment information, service records, photographs, manufacturer documentation, and a reasonable opportunity for BIG-ABE to evaluate and respond.

## 19. Website, Content, Limited License, and User Conduct

BIG-ABE websites, customer forms, portal content, educational materials, service descriptions, guides, images, reports, templates, and digital content are provided for general information, service-request support, and customer communication. They do not replace a written estimate, service agreement, safety instruction, manufacturer requirement, permit requirement, warranty determination, or site-specific professional judgment.

Subject to these Terms and applicable law, BIG-ABE grants customers and website visitors a limited, personal, non-exclusive, non-transferable right to access and use BIG-ABE public content and customer-facing digital services for ordinary informational and service-related purposes. This limited right is not a transfer of ownership.

- Do not interfere with, overload, disable, scrape at unreasonable volume, reverse engineer, attack, compromise, or attempt unauthorized access to BIG-ABE websites, portals, forms, communications systems, or digital services.
- Do not use BIG-ABE channels for unlawful activity, spam, malware, fraudulent requests, impersonation, harassment, abusive conduct, data harvesting, export-control violations, procurement-law violations, or conduct that could harm BIG-ABE, customers, personnel, vendors, or other users.
- Do not copy, modify, publicly display, distribute, sell, commercialize, or create derivative uses of BIG-ABE content except as permitted in writing or by applicable law.

## 20. Third-Party Services, Links, Manufacturers, and Platforms

BIG-ABE may use or link to third-party services such as payment processors, financing providers, customer portals, communication tools, SMS providers, carriers, mapping services, analytics providers, warranty administrators, manufacturers, distributors, hosting providers, cybersecurity tools, review platforms, social platforms, government systems, or customer procurement platforms.

Third-party services are controlled by their respective providers and may be governed by separate terms, privacy notices, security practices, fees, eligibility rules, and technical limits. BIG-ABE is not responsible for third-party content, availability, errors, outages, delays, warranties, decisions, or practices except to the extent required by law or a signed written agreement.

Links to third-party websites, references to manufacturers, references to agencies, references to prime contractors, display of third-party marks, or third-party links to BIG-ABE materials do not imply endorsement, sponsorship, affiliation, warranty approval, government endorsement, customer endorsement, or manufacturer endorsement unless expressly stated in writing by the relevant party.

## 21. Customer Submissions, Feedback, and Non-Confidential Materials

Customers should not send confidential, proprietary, export-controlled, classified, regulated, sensitive, or third-party-restricted materials through ordinary website forms, SMS, email, portal messages, or feedback channels unless BIG-ABE expressly requests them through an approved channel.

Service information needed for scheduling, diagnosis, warranty coordination, payment, safety, or support will be handled according to the Privacy Policy and applicable agreements. General feedback, suggestions, ideas, reviews, comments, or other non-service submissions may be used by BIG-ABE without obligation to compensate the sender, subject to privacy law and any written confidentiality agreement.

A customer who uploads or transmits photos, files, access instructions, business documents, or other materials represents that the customer has the right to provide them to BIG-ABE for the requested service or communication purpose.

## 22. Intellectual Property, Names, Logos, and Service Documentation

BIG-ABE names, logos, trade names, service marks, website content, images, reports, guides, templates, service documentation, educational content, forms, layouts, graphics, software configurations, and business materials are owned by BIG-ABE or its licensors unless otherwise stated.

Customers may use BIG-ABE invoices, inspection reports, service records provided to the customer, and written deliverables for their own ordinary business, property, warranty, insurance, maintenance, accounting, or compliance purposes. Customers may not remove proprietary notices, misrepresent BIG-ABE materials, use BIG-ABE marks in advertising, imply endorsement, or publicly reuse BIG-ABE content without written permission.

No license to use BIG-ABE trademarks, logos, trade names, service marks, photographs, documents, training materials, methods, or internal documentation is granted except as expressly stated in writing.

## 23. Privacy and Data Protection

The BIG-ABE Privacy Policy explains how BIG-ABE collects, uses, discloses, protects, and retains personal information. These Terms should be read together with the Privacy Policy, SMS Terms & Conditions, Cookie Policy, Website Terms of Use, and any applicable customer-specific agreement.

Customers should not provide personal information, access codes, tenant information, employee information, protected health information, payment information, government-sensitive information, or other sensitive data unless it is necessary for the requested service and provided through an appropriate channel.

BIG-ABE may retain service, payment, warranty, safety, and business records as needed for operations, legal compliance, dispute resolution, tax/accounting, warranty support, training, security, and other legitimate business purposes.

## 24. Government, Prime-Contractor, and Special Customer Terms

Certain customers, including government agencies, public-sector entities, schools, regulated facilities, prime contractors, subcontractors, commercial account customers, national account customers, property managers, and manufacturers, may require additional written terms, purchase-order terms, procurement rules, access requirements, insurance requirements, cybersecurity requirements, flow-down clauses, background checks, badging, or site rules.

BIG-ABE is bound only by special customer terms that BIG-ABE accepts in writing through an authorized representative. Customer purchase-order language, portal terms, or flow-down requirements do not override these Terms unless accepted by BIG-ABE as required by the applicable agreement.

Customer, manufacturer, agency, or prime-contractor names, marks, project references, photos, case descriptions, or contract references may not be used publicly by either party except as permitted by the applicable agreement, law, and written authorization.

## 25. Insurance

BIG-ABE maintains insurance appropriate to its operations, subject to policy terms, exclusions, limits, deductibles, and underwriting requirements. Certificates of insurance may be provided upon request when contractually required or appropriate for the customer relationship.

Customers are responsible for maintaining insurance appropriate to their property, equipment, inventory, business interruption risk, perishable goods, data, premises, tenants, employees, and operations. BIG-ABE's insurance is not a substitute for customer insurance or risk-management planning.

## 26. Disclaimers and Limitation of Liability

To the fullest extent permitted by applicable law, BIG-ABE disclaims implied warranties not expressly stated in a written BIG-ABE warranty or signed agreement, including implied warranties of merchantability, fitness for a particular purpose, uninterrupted operation, business continuity, data preservation, inventory preservation, and results from website or digital-service information.

To the fullest extent permitted by applicable law, BIG-ABE is not liable for indirect, incidental, special, consequential, exemplary, punitive, or similar damages, including lost profits, lost revenue, loss of use, business interruption, lost data, loss of goodwill, lost inventory, perishable goods loss, third-party claims, or delay damages, even if advised of the possibility of those damages.

BIG-ABE is not responsible for delays, failures, errors, damage, loss, or inability to perform caused by inaccurate information, denied access, unsafe conditions, customer delay, third-party systems, utility interruptions, manufacturer requirements, warranty administrator decisions, parts delays, force majeure, unauthorized modifications, work performed by others, or conditions outside BIG-ABE's reasonable control.

Some jurisdictions or customer categories may not allow certain exclusions or limitations. In those cases, the limitations apply to the maximum extent permitted by law.

## 27. Indemnification

To the fullest extent permitted by applicable law, the customer agrees to defend, indemnify, and hold harmless BIG-ABE and its owners, officers, employees, technicians, agents, subcontractors, suppliers, licensors, and service providers from claims, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising from the customer's breach of these Terms, inaccurate information, unauthorized approvals, unsafe site conditions, illegal conduct, misuse of services or digital channels, customer-provided materials, customer-supplied parts, third-party claims arising from customer instructions, or access and authorization disputes.

This section does not require indemnification where prohibited by law or for BIG-ABE's responsibility to the extent finally determined under applicable law or an enforceable written agreement.

## 28. Force Majeure

BIG-ABE is not responsible for delay, nonperformance, interruption, increased cost, limited availability, or changed service conditions caused by events outside BIG-ABE's reasonable control.

- Weather, flood, fire, smoke, extreme heat, storm damage, natural disaster, or other acts of nature.
- Utility failure, telecommunications failure, carrier outage, internet outage, cloud outage, AI platform outage, cyber incident affecting BIG-ABE or critical vendors, ransomware, data-system outage, payment-network outage, customer portal outage, or third-party platform failure.
- Supplier shortage, manufacturer delay, parts unavailability, shipping interruption, labor shortage, epidemic, pandemic, government order, permit delay, civil unrest, security incident, war, terrorism, strike, or transportation disruption.

BIG-ABE may reschedule work, revise estimates, use substitute parts where appropriate, recommend temporary stabilization, or suspend performance while a force majeure event continues.

## 29. Governing Law, Venue, Dispute Resolution, and General Legal Terms

These Terms are intended to be governed by the laws of the State of Arizona, without regard to conflict-of-law principles, unless a written agreement or applicable law requires otherwise. Venue for disputes is intended to be in the state or federal courts serving Maricopa County, Arizona, unless a written agreement or applicable law requires another forum.

Before filing a claim, the customer and BIG-ABE should make a good-faith effort to resolve concerns through the complaint-resolution process in Section 31, except where emergency relief, lien rights, collection rights, statutory deadlines, or other legal rights require immediate action.

If any provision of these Terms is found unenforceable, the remaining provisions should remain in effect to the fullest extent permitted by law. These Terms, together with applicable written estimates, invoices, work orders, service agreements, privacy notices, SMS terms, website terms, payment terms, and approved customer-specific agreements, form the applicable agreement for the service.

BIG-ABE may assign or transfer its rights and duties under these Terms in connection with a merger, acquisition, asset sale, financing, reorganization, change in control, subcontracting arrangement, service-provider transition, or lawful business transfer. A failure to enforce a provision is not a waiver.

Electronic records, electronic signatures, portal approvals, email approvals, SMS approvals where permitted, recorded verbal approvals, digital payment confirmations, and service notes may be used to evidence authorization, acceptance, performance, and communications.

### 30. Changes to These Terms; Termination and Survival

BIG-ABE may update these Terms by posting or providing a revised version. Updates apply prospectively unless a written agreement states otherwise. Customers should review the current Terms when requesting new service, approving additional work, or using digital services.

BIG-ABE may terminate, suspend, restrict, or discontinue a customer account, service relationship, portal access, digital feature, or work authorization where permitted by law and applicable agreements. The customer may stop using BIG-ABE services, subject to payment and other obligations for authorized work, ordered parts, deposits, trip charges, and completed services.

Provisions concerning payment, records, intellectual property, customer submissions, warranty limits, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, privacy, and any rights or obligations that by their nature should survive will survive termination or completion of services.

### 31. Complaint Resolution and Customer Support

BIG-ABE encourages customers to raise questions, billing concerns, warranty concerns, scheduling concerns, workmanship concerns, safety concerns, or satisfaction issues promptly so BIG-ABE can review the applicable service records and respond through an internal resolution process.

Customers should provide the service address, invoice or work-order number, equipment information, a description of the concern, photographs if helpful, preferred contact information, and any time-sensitive operational constraints.

BIG-ABE may review technician notes, authorization records, invoices, photographs, call records, warranty records, payment records, portal records, manufacturer information, and customer communications to evaluate and respond to the concern.

### 32. Contact

Questions about these Terms of Service may be directed to BIG-ABE Appliance, Refrigeration & HVAC LLC.

Website: [https://www.big-abe.com/assets/legal/Terms\\_of\\_Service\\_BIG-ABE.pdf](https://www.big-abe.com/assets/legal/Terms_of_Service_BIG-ABE.pdf)

Terms, service, and compliance questions: [compliance@big-abe.com](mailto:compliance@big-abe.com)

Commercial, industrial, facilities, property-management, and business-account service questions: [commercialcustomers@big-abe.com](mailto:commercialcustomers@big-abe.com)

Residential customer service questions: [residentialcustomers@big-abe.com](mailto:residentialcustomers@big-abe.com)

Privacy questions and privacy rights requests: [privacy@big-abe.com](mailto:privacy@big-abe.com)

Mailing address: 2942 N 24th St Ste 115 #944131, Phoenix, AZ 85016

### Appendix A - Definitions

The following definitions are provided for reference. If a signed written agreement, approved quote, purchase order accepted by BIG-ABE, service plan, maintenance agreement, or other controlling document defines a term differently for a specific engagement, the more specific accepted definition controls for that engagement.

| Term     | Meaning                                                                                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Estimate | Expected pricing or pricing range based on information available at the time. An estimate may change when facts, access, parts, failures, labor, or scope change.                        |
| Proposal | Recommended solution, service plan, repair approach, replacement path, or project approach. A proposal does not authorize work unless accepted through an approved authorization method. |

| Term              | Meaning                                                                                                                                                                                                                                                                             |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quote             | Offer for identified work at stated pricing or stated commercial terms, if accepted within the stated conditions and time period. A quote may become binding when accepted, subject to stated exclusions, assumptions, and change-order terms.                                      |
| Work Order        | Operational authorization and service record describing requested or approved work. A work order allows BIG-ABE to dispatch, perform, document, and invoice the approved work.                                                                                                      |
| Change Order      | Authorization for a material change to scope, price, schedule, parts, access, assumptions, or risk allocation. A change order may be signed, electronic, portal-based, written, recorded verbal, purchase-order based, or otherwise accepted by BIG-ABE.                            |
| Invoice           | Billing record for authorized work, parts, services, charges, taxes, fees, deposits, or account activity. An invoice creates payment obligations according to the invoice, account terms, written agreement, or applicable law.                                                     |
| Emergency Service | Urgent service intended to assess, stabilize, reduce immediate risk, preserve critical system function where practical, or support business continuity. Emergency service does not guarantee immediate availability, permanent repair, uninterrupted operation, or loss prevention. |
| Customer          | The person or organization requesting, authorizing, receiving, paying for, or benefiting from BIG-ABE services, including an authorized representative acting for a residential, commercial, industrial, government, property-management, or account customer.                      |