



HVAC Doctor – Standard Terms & Conditions

Vital Signs Construction Ltd. operating as HVAC Doctor

Effective Date: January 1 2026

These Standard Terms & Conditions (the “Terms”) govern all quotations, estimates, invoices, service calls, installations, maintenance, repairs, duct cleaning services, and related work performed by Vital Signs Construction Ltd. operating as HVAC Doctor (“HVAC Doctor”, “we”, “our”, or “us”).

By approving an estimate, requesting service, making a deposit, authorizing work, or otherwise engaging HVAC Doctor, the customer (“Customer”) acknowledges and agrees to these Terms.

1. Company Information

Vital Signs Construction Ltd.

Operating as HVAC Doctor

Website: HVAC Doctor

Toll Free: 844-824-HVAC (4822)

HVAC Doctor is a legally incorporated Alberta corporation operating within Canada.

2. Quotations & Estimates

All quotations and estimates issued by HVAC Doctor are based on information reasonably available at the time of preparation.

Unless otherwise stated in writing:

- estimates are valid for thirty (30) days;
- pricing may be subject to change due to supplier pricing fluctuations, tariffs, material shortages, site condition changes, or scope revisions;
- estimates are based upon visible and reasonably accessible site conditions only.

Hidden conditions, concealed deficiencies, code deficiencies, structural limitations, unsafe conditions, or unforeseen circumstances discovered during the course of work may result in additional charges.

No verbal statements, representations, approvals, assurances, or commitments made by any employee, technician, installer, subcontractor, or representative of HVAC Doctor shall modify the quoted scope, payment terms, warranty terms, project requirements, or contractual obligations unless expressly confirmed in writing by an authorized signing authority of Vital Signs Construction Ltd. operating as HVAC Doctor.

The Customer acknowledges that HVAC Doctor field personnel, technicians, installers, and site representatives do not have authority to:

- alter contractual terms,
- waive payment obligations,
- approve changes in scope without documentation,
- authorize additional work without written approval,
- modify warranty coverage,
- or otherwise amend the terms of the agreement

except where such modifications are expressly confirmed in writing by an authorized representative of Vital Signs Construction Ltd. operating as HVAC Doctor.

3. Deposits, Progress Payments & Payment Terms

Deposits and progress payments may be required prior to:

- scheduling,
- material ordering,
- commencement of work,
- equipment delivery,
- or progression to subsequent project stages.

Unless otherwise agreed to in writing, all invoices are due immediately upon completion of the applicable scope or project stage being invoiced, regardless of prior deposits or progress payments made.

HVAC Doctor does not extend ongoing trade credit, open credit accounts, construction financing, or delayed payment arrangements unless expressly agreed to in writing.

Failure to make payment when due may result in:

- suspension of work,
- withdrawal from site,
- withholding of warranty processing,
- rescheduling of labour,
- refusal of further scheduling,
- delay of future project stages,
- lien proceedings,
- or collection action.

4. Accepted Payment Methods

Accepted payment methods include:

- electronic funds transfer (e-transfer),
- bank draft,
- debit,
- or other approved payment methods authorized by HVAC Doctor.

Where payment is made by credit card, HVAC Doctor reserves the right to charge a processing surcharge of up to 3.5% of the transaction amount where permitted by applicable law.

Returned payments, NSF transactions, reversed payments, or failed electronic transfers may be subject to additional administrative fees.

5. Ownership of Equipment & Materials

All equipment, materials, components, products, and installed systems supplied by HVAC Doctor shall remain the sole property of HVAC Doctor until all invoices relating to the applicable project or service have been paid in full.

Ownership shall not transfer to the Customer, property owner, occupant, builder, lender, or any third party until full payment has been received.

HVAC Doctor reserves all rights available under applicable law in relation to unpaid accounts, including builders lien rights and recovery rights where legally permitted.

6. Inspections, Permits & Payment Obligations

Payment obligations are based upon substantial completion of HVAC Doctor's contracted scope and are not contingent upon:

- municipal inspection approvals,
- permit closure,
- occupancy approvals,
- third-party inspections,
- financing approval,
- builders draw funding,
- lender approval,
- utility scheduling,
- or administrative processing delays.

Pending inspections, re-inspections, occupancy delays, or permit administration shall not constitute grounds for withholding payment for substantially completed work.

Where a legitimate workmanship or code-related deficiency directly attributable to HVAC Doctor exists, HVAC Doctor shall be provided reasonable opportunity to correct the issue.

7. Exclusions & Third-Party Work

Unless specifically identified within the written quotation or estimate, HVAC Doctor is not responsible for:

- drywall repair,
- painting,
- framing,
- concrete work,
- roofing,
- landscaping,
- electrical service upgrades,
- breaker installation,
- asbestos remediation,
- mould remediation,
- engineering,
- structural modifications,
- restoration work,
- or deficiencies caused by third parties.

HVAC Doctor is not responsible for delays or deficiencies caused by:

- other trades,
- supply chain interruptions,
- utility providers,
- weather conditions,
- site readiness issues,
- inaccessible work areas,
- or customer scheduling delays.

8. Change Orders & Additional Work

Any work outside the original quoted scope may require:

- written approval,
- signed change order,
- email authorization,
- text authorization,
- or documented written direction

from the Customer or Builder's authorized representative.

Additional work may be invoiced separately and is not subject to original estimate pricing.

Where hidden conditions, unforeseen deficiencies, site limitations, concealed deficiencies, unsafe conditions, or additional scope requirements are discovered during the course of work, HVAC Doctor may suspend work pending approval of revised pricing, revised scope, or additional work authorization.

No verbal statements, representations, approvals, assurances, or commitments made by any employee, technician, installer, subcontractor, or representative of HVAC Doctor shall modify the quoted scope, payment terms, warranty terms, project requirements, or contractual obligations unless expressly confirmed in writing by an authorized signing authority of Vital Signs Construction Ltd. operating as HVAC Doctor.

The Customer acknowledges that HVAC Doctor field personnel, technicians, installers, and site representatives do not have authority to:

- alter contractual terms,
- waive payment obligations,
- approve unpaid extras,
- authorize additional work without documentation,
- modify warranty coverage,
- alter payment schedules,
- or otherwise amend the terms of the agreement

except where such modifications are expressly confirmed in writing by an authorized representative of Vital Signs Construction Ltd. operating as HVAC Doctor.

9. Scheduling & Access

The Customer shall provide safe and reasonable access to the property and work areas during scheduled service or installation times.

HVAC Doctor reserves the right to reschedule work where:

- work areas are unsafe,
- required utilities are unavailable,
- access is obstructed,
- pets are uncontrolled,
- hazardous conditions exist,
- or site readiness prevents efficient performance of work.

Repeated cancellations, failed appointments, or denied access may result in additional charges.

10. Warranty

Manufacturer warranties apply only to equipment and products supplied by the applicable manufacturer. HVAC Doctor provides workmanship warranty coverage only to the extent specifically stated in writing.

Warranty coverage does not apply to:

- misuse,
- neglect,
- improper operation,
- customer modifications,
- lack of maintenance,
- freezing,
- power surges,
- contaminated systems,
- pre-existing deficiencies,
- or work performed by third parties.

Warranty claims may be denied where accounts remain unpaid.

Refrigerant, diagnostic labour, travel charges, crane charges, permitting costs, and related service costs may not be covered under manufacturer warranty programs unless specifically approved.

11. Limitation of Liability

To the maximum extent permitted by applicable law, HVAC Doctor shall not be liable for:

- indirect damages,
- consequential damages,
- loss of use,
- loss of profits,
- business interruption,
- water damage,
- mould,
- frozen pipes,
- spoilage,
- utility interruptions,
- or delays caused by circumstances beyond HVAC Doctor's reasonable control.

HVAC Doctor's total liability relating to any claim shall not exceed the amount actually paid to HVAC Doctor for the specific work giving rise to the claim.

Nothing in these Terms limits any rights or obligations that cannot legally be excluded under applicable consumer protection legislation.

12. Collection Costs & Interest

Overdue accounts may bear interest at a rate of:

2% per month (24% annually)

calculated monthly on overdue balances.

The Customer agrees to indemnify HVAC Doctor for all reasonable costs incurred in collecting overdue accounts, including:

- legal fees,
- lien costs,
- filing fees,
- collection agency costs,
- administrative recovery costs,
- and enforcement expenses.

13. Builders Lien Rights

HVAC Doctor reserves all rights available under the Prompt Payment and Construction Lien Act (Alberta) and all other applicable legislation.

Nothing within these Terms shall constitute a waiver of lien rights unless expressly provided in writing.

14. Force Majeure

HVAC Doctor shall not be responsible for delays or inability to perform caused by events beyond reasonable control, including:

- severe weather,
- fire,
- flood,
- labour shortages,
- supplier shortages,
- transportation disruptions,
- utility interruptions,
- strikes,
- government actions,
- pandemics,
- or other force majeure events.

15. Privacy & Communication

The Customer authorizes HVAC Doctor to communicate by:

- telephone,
- text message,
- email,
- or electronic invoicing platforms

for scheduling, invoicing, project coordination, and customer service purposes.

Customer information shall be handled in accordance with applicable Canadian privacy legislation.

16. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

Any dispute arising from these Terms shall be subject to the jurisdiction of the courts of Alberta.

17. Severability

If any portion of these Terms is found unenforceable or invalid, the remaining provisions shall remain in full force and effect.

18. Entire Agreement

These Terms, together with any written estimate, quotation, invoice, signed agreement, or approved change order, form the entire agreement between HVAC Doctor and the Customer unless otherwise expressly agreed to in writing.

19. Acceptance

By approving work, accepting an estimate, paying a deposit, authorizing service, or allowing work to commence, the Customer acknowledges and agrees to these Terms.