

# CALCS-PLUS – Terms and Conditions of Service

## Basis of Calculations

All HVAC load, energy, and system design calculations are performed based solely on the information provided to Calcs-Plus by the client or their representatives. Calcs-Plus is not responsible for errors or omissions resulting from inaccurate, incomplete, or outdated information.

## Estimate Revisions Due to Incorrect Information

All estimates and quotes are based on the information provided at the time of request. Calcs-Plus reserves the right to revise pricing if the actual square footage, project scope, or other critical data is found to be inaccurate, incomplete, or materially different from what was originally submitted.

## Limitation of Liability

CALCS-PLUS PROVIDES CALCULATION AND DESIGN SERVICES FOR INFORMATIONAL AND PERMITTING PURPOSES ONLY. WE ARE NOT RESPONSIBLE FOR THE PERFORMANCE, INSTALLATION, OR FUNCTIONING OF HVAC EQUIPMENT OR SYSTEMS. OUR LIABILITY IS STRICTLY LIMITED TO THE AMOUNT PAID FOR OUR SERVICES AND DOES NOT EXTEND TO INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

## Revisions Due to Changes or Errors in Provided Information

If changes are made to the building, design, layout, or specifications after the initial calculations are completed—or if incorrect or incomplete information was originally provided—a revision fee will apply to update the documents accordingly.

## Responsibility for Use of Reports

The client is solely responsible for ensuring that the final installation and equipment selection align with the Calcs-Plus report. If deviations from the report are made by the contractor, installer, or builder, Calcs-Plus holds no responsibility for resulting code violations, inefficiencies, or inspection failures.

## Data Integrity and Equipment Sizing Requests

Calcs-Plus provides calculations based strictly on the building and project data submitted. We do not alter reports to match pre-selected or existing HVAC equipment. If the calculated results do not align with a client's preferred equipment, it is the responsibility of the client or contractor to reassess the equipment selection—not the calculation inputs.

## Electronic Delivery of Documents

All documents, reports, and files will be delivered electronically via email or download link unless otherwise requested in writing. Once transmitted, Calcs-Plus is not liable for lost or misdirected emails, file corruption, or delays caused by third-party email or server issues.



### **No Site Verification**

Calcs-Plus does not verify job site conditions. The client is responsible for ensuring all physical site conditions match the data used for calculations.

### **No Installation Oversight**

Calcs-Plus does not supervise, verify, or inspect system installation. The accuracy of ductwork installation, air balancing, equipment placement, and construction techniques is the responsibility of the licensed contractor.

### **Permit Rejection**

While our reports are prepared to comply with applicable Florida Building Code and Manual J/S/D requirements, we are not liable for permit rejections due to jurisdictional changes, missing documents not under our scope, or use of outdated plans.

### **Payment Terms**

Payment is due upon receipt unless otherwise agreed to in writing. Final reports may be withheld until payment is made in full.

### **Intellectual Property**

All reports, drawings, and documents remain the property of Calcs-Plus until full payment is received. They may not be reproduced, altered, or distributed without written consent.

### **Dispute Resolution**

Any dispute, claim, or controversy arising out of or relating to a project or service provided by Calcs-Plus shall be governed by the laws of the State of Florida and subject to the exclusive jurisdiction of the state and county courts located in Sarasota County, Florida. In any legal proceeding, arbitration, or collection action, if Calcs-Plus is the prevailing party, we shall be entitled to recover reasonable attorney's fees, court costs, and any associated expenses.

### **Scope of Services and Right to Discontinue**

Calcs-Plus provides services as described in the written estimate, invoice, email confirmation, or other written communication issued by the Company. Services are limited to those expressly described. If, during the course of work, it is determined that requested services fall outside the scope originally described or outside the services customarily provided by Calcs-Plus, the Company reserves the right to decline or discontinue such work.

In such cases, Calcs-Plus may, at its discretion, refund payment for any unperformed portion of the work. The Company may also elect, at its sole discretion, to refund payment in full and terminate the engagement.

Preliminary data, verbal discussions, or draft information shall not constitute a finalized report or professional opinion unless issued in writing as a completed deliverable by Calcs-Plus.

