

The following terms and conditions define the policies, requirements, and service parameters for ACP Onsite start-up and commissioning services.

1. SCOPE OF SERVICES

ACP On Site (“ACP”) will perform commissioning and start-up services in accordance with the manufacturer’s Installation, Operation, and Maintenance (“IOM”) documentation for the specific product supplied. For purposes of this agreement, “commissioning” or “start-up” means verification of manufacturer-required start-up procedures and operational checks at the time of service only.

Services include, at minimum:

- Execution of factory-required pre-start and start-up checks
- Verification of operational parameters outlined in the IOM
- Measurement and recording of operating values at time of commissioning
- Completion of manufacturer-required documentation necessary for extended warranty qualification (where applicable)

ACP’s services are limited exclusively to manufacturer-required start-up procedures and verification of operating conditions observed at the time of service. Commissioning does not include system design review, equipment selection verification, duct design review, controls integration design, or supervision of installation.

VRF EQUIPMENT PROVISIONS

For Variable Refrigerant Flow (“VRF”) systems, ACP’s commissioning services are limited to manufacturer-required start-up procedures for outdoor units and associated indoor units that are fully installed, powered, addressed, and ready for operation. ACP will verify system configuration, perform required pre-start checks, and initiate start-up in accordance with the manufacturer’s IOM documentation.

ACP does not perform, verify, witness, or certify refrigerant piping pressure testing, evacuation, dehydration, refrigerant charge calculations, leak testing, branch selector configuration, condensate system performance, or controls programming beyond manufacturer-required start-up settings.

Commissioning does not include system design review, refrigerant pipe sizing validation, refrigerant charge calculations, or confirmation of compliance with refrigerant concentration limits per applicable codes.

A commissioning report documenting observed operating conditions at the time of start-up will be provided upon written request.

2. SITE READINESS & PRE-START CHECKLIST

Prior to scheduling commissioning services, the installing contractor must complete and submit ACP’s official Pre-Start Checklist.

The Pre-Start Checklist serves as formal confirmation that:

- The equipment has been installed in accordance with manufacturer requirements
- Electrical power, controls, and accessories are fully installed and operational
- The system is prepared for safe start-up
- All prerequisite work necessary for commissioning has been completed

Submission of the completed Pre-Start Checklist constitutes a formal request for commissioning services and confirmation that the unit is ready for start-up.

If, upon arrival, the equipment or site conditions do not fully conform to the representations made in the submitted Pre-Start Checklist, ACP may, at its discretion, perform commissioning using temporary instrumentation or partial procedures. Performing commissioning under these conditions does not guarantee that the equipment will operate properly after ACP's visit, and ACP shall not be responsible for follow-up corrective work, unit performance, or operational deficiencies resulting from incomplete installation, site conditions, or other factors outside of ACP's control.

For VRF systems, the installing contractor must additionally confirm:

- Refrigerant piping pressure testing and evacuation have been completed and documented
- Total system refrigerant charge has been calculated and weighed in per manufacturer requirements
- All indoor units are properly addressed and dip switch settings confirmed
- Communication wiring has been installed, terminated, and tested
- Condensate drains are complete and tested
- System controls (BMS or manufacturer controller) are fully installed and operational
- All indoor units are accessible and panels installed
- Required clearances are maintained

If a VRF system is not fully complete and operational at the time of ACP's visit, ACP may limit commissioning to partial system verification. ACP is not responsible for system performance issues arising from incomplete refrigerant piping, improper addressing, communication faults, control wiring deficiencies, or improper refrigerant charge.

3. SCHEDULING & RESCHEDULING

ACP requires confirmed scheduling prior to dispatch.

ACP reserves the right to reschedule services due to:

- Inclement weather
- Unsafe site conditions
- Incomplete installation
- Conditions that may expose personnel to unsafe electrical or environmental hazards

ACP will provide reasonable notice (minimum 24 hours when practicable) in the event of rescheduling due to weather or safety concerns.

4. COMMISSIONING LIMITATIONS

ACP start-up services verify equipment operation at the time of commissioning only. Commissioning confirms that the equipment is operating in accordance with manufacturer guidelines based on site conditions present at the time of service.

COMMISSIONING AND AIR BALANCING SEQUENCE

ACP's commissioning services may be performed prior to, concurrently with, or following air balancing at the discretion of the contractor or project team. ACP is not responsible for measuring or balancing airflow, resolving airflow discrepancies, or disagreements between commissioning and air balancing. Additional travel, labor, and diagnostic charges may apply if commissioning must be repeated or adjusted due to changes in system airflow, ductwork modifications, or air balance adjustments occurring after the initial start-up.

VRF SYSTEM OPERATIONAL DEPENDENCIES

VRF system performance is dependent upon proper refrigerant piping design, total connected indoor unit capacity, diversity calculations, communication network integrity, control configuration, and building load conditions.

ACP commissioning verifies manufacturer-required start-up procedures only and does not guarantee:

- Simultaneous heating and cooling performance
- Proper load distribution between indoor units
- Refrigerant migration behavior under seasonal conditions
- Oil return performance over time
- Long-term compressor reliability
- Compliance with refrigerant concentration limits
- Building management system integration performance

System operational issues arising after commissioning due to software updates, control reprogramming, indoor unit additions, refrigerant adjustments, or piping modifications are outside ACP's scope and may require a return visit at additional cost.

ACP is not responsible for equipment performance issues arising after commissioning that result from site conditions, environmental factors, building power quality, airflow conditions, system loading, control modifications, maintenance deficiencies, or other conditions beyond ACP's control.

Changes in operating conditions following commissioning — including but not limited to variations in power supply, airflow restrictions, control adjustments, or system modifications — may affect equipment performance and are not considered deficiencies in ACP's commissioning services.

Commissioning does not:

- Guarantee overall system performance
- Validate system design
- Imply responsibility for installation workmanship
- Extend or modify manufacturer parts warranties
- Provide labor warranty beyond ACP's commissioning workmanship

ACP reserves the right to refuse to energize or start equipment if, in its professional judgment, site conditions, installation quality, or electrical supply conditions present a risk of equipment damage, code violation, or personnel safety hazard.

ACP's presence on site for commissioning shall not be construed as continuous project oversight, inspection, or approval of the installation.

ACP commissioning does not certify compliance with local building codes, electrical codes, or jurisdictional requirements unless expressly stated in writing.

Commissioning does not constitute verification of occupant comfort, space temperature control, humidity control, building pressurization, or overall building performance. ACP does not guarantee that the equipment will satisfy design intent, load conditions, or occupant comfort requirements. Commissioning verifies manufacturer-required start-up procedures only. Seasonal performance, load-dependent operation, and long-term system behavior are outside the scope of commissioning services.

REFRIGERANT RESPONSIBILITY & CODE COMPLIANCE

The installing contractor and/or mechanical engineer of record are solely responsible for:

- Refrigerant pipe sizing and layout design
- Refrigerant concentration calculations per applicable building codes
- Compliance with refrigerant safety standards (ASHRAE 15, ASHRAE 34, IMC, etc.)
- Proper refrigerant charge calculations
- Leak testing and system dehydration

ACP does not assume responsibility for refrigerant code compliance, safety calculations, or engineering validation of system design.

ACP commissioning does not include programming, troubleshooting, or validation of third-party Building Management System (BMS) integration. ACP verifies only manufacturer-provided controls necessary to achieve basic system start-up. Communication failures between VRF equipment and third-party systems are outside ACP's scope.

ACP shall not be responsible for project delays, loss of use, loss of revenue, liquidated damages, or other consequential impacts arising from scheduling, equipment performance, return visits, manufacturer warranty processing, or conditions beyond ACP's control.

5. LABOR WARRANTY (COMMISSIONING WORKMANSHIP)

ACP warrants its commissioning labor against defects in workmanship directly related to the start-up process.

If an error in ACP's commissioning workmanship is identified, ACP will re-perform the applicable portion of the service.

This warranty applies only to commissioning activities performed by ACP and does not cover:

- Manufacturer component failures
- Installation deficiencies
- System design deficiencies
- Third-party modifications
- Normal wear and tear
- Site-related issues beyond ACP's control

The commissioning workmanship warranty shall expire thirty (30) days from the date of service unless otherwise agreed in writing.

6. BACK CHARGES & UNAUTHORIZED REPAIRS

ACP must be provided written notice of any claimed commissioning deficiency and given a reasonable opportunity to inspect and, if applicable, correct the issue. ACP may charge for travel, labor, and diagnostic services performed to inspect, re-diagnose, and assess claimed deficiencies, including determining whether corrective repair is required and which party is responsible.

ACP will not accept back charges or be responsible for corrective work performed by others unless ACP has authorized such work in writing prior to repair. ACP may, at its discretion, perform corrective work directly or subcontract such work as part of commissioning services.

Work performed by others before ACP review may affect or void the limited labor warranty and relieves ACP of responsibility for resulting costs or damages. ACP's authorization of corrective work is solely for the purposes of commissioning scope and labor warranty; ACP does not assume responsibility for repair costs, replacement parts, or other work performed outside the agreed scope of commissioning services.

7. ADDITIONAL CHARGES

Additional travel, labor, and material charges may apply if return visits are required due to:

- Incomplete installation
- Improper design
- Improper wiring or controls
- Improper air balance
- Site conditions preventing proper commissioning
- Changes made after initial start-up

Any service visit occurring after initial commissioning shall be billable at ACP's standard rates unless ACP determines that the visit is required solely due to a defect in ACP's commissioning workmanship.

8. DOCUMENTATION & RECORD KEEPING

ACP maintains commissioning records based on information available at the time of service.

Operating values recorded during start-up reflect conditions observed at that time only and are not a guarantee of future performance.

Extended warranty documentation will be submitted where required and where installation conditions meet manufacturer requirements.

9. MANUFACTURER WARRANTY, EXTENDED WARRANTY PROGRAMS, AND LABOR CLAIM

Equipment and component warranties are provided solely by the manufacturer in accordance with the manufacturer's published warranty terms and conditions.

Where applicable, certain manufacturers may offer extended warranty programs contingent upon factory-authorized start-up and submission of required documentation. When ACP performs commissioning services and submits required documentation, ACP will provide the necessary start-up verification forms to support eligibility for such programs.

Approval, duration, and coverage of any extended warranty are determined solely by the manufacturer. ACP does not guarantee acceptance into any extended warranty program.

Unless expressly agreed to in writing, ACP does not provide or assume responsibility for labor associated with manufacturer warranty claims, including removal, reinstallation, diagnostics, travel, or related service costs. Labor reimbursement under any manufacturer program is subject solely to the manufacturer's terms, approval, and reimbursement policies.

ACP commissioning services shall not be construed as creating or extending any parts or labor warranty beyond the limited workmanship warranty described in Section 5.e.