

TERMS & CONDITIONS

Performance Construction Limited LLC (PCL)

Plumbing • Irrigation • Air Conditioning

Phone: 727-275-2624 | Email: info@pclservice.com

Website: pclservice.com

Effective Date: August 4, 2026

1. Acceptance of Terms

Welcome to Performance Construction Limited LLC ("PCL," "we," "us," or "our"). By accessing or using the PCL website, submitting a contact or service request, scheduling an appointment, or otherwise using our online services, you agree to these Terms & Conditions. If you do not agree with these Terms & Conditions, please do not use our website or online services.

2. Our Services

PCL provides residential and commercial plumbing, irrigation, and air conditioning/HVAC services, including repairs, maintenance, installation, replacement, inspections, diagnostics, preventive maintenance, and emergency or after-hours services when available. Information on our website is general. Exact scope, availability, price, and terms may depend on the property, equipment, site conditions, inspection findings, and other circumstances.

3. Service Requests and Appointments

Submitting a service request, contact form, or appointment request through our website does not guarantee an appointment at a particular date or time. Appointments are subject to availability and may require confirmation from PCL. Arrival times may be affected by traffic, weather, emergency calls, previous appointments, technician or parts availability, and circumstances beyond our reasonable control.

4. Estimates and Pricing

Any general pricing displayed on the website is informational unless specifically identified as a binding offer. Actual service costs may vary based on labor, materials, equipment, accessibility, site conditions, permits, code requirements, additional repairs, and other factors. When appropriate, PCL may provide an estimate or proposal before work begins. Additional work outside the original scope may require customer authorization and additional charges.

5. Payments

Customers are responsible for payment for services, labor, materials, equipment, applicable taxes, permits, and other approved charges according to the applicable estimate, invoice, service agreement, or other agreement with PCL. Payment terms may vary by project. Failure to make payment when due may result in collection activity or other remedies available under the applicable agreement and law.

6. Cancellations and Rescheduling

Customers should contact PCL as soon as possible to cancel or reschedule an appointment. PCL may reschedule when necessary due to emergencies, weather, technician availability, safety concerns, equipment or material availability, or other circumstances outside our reasonable control. Any applicable cancellation, trip, diagnostic, or other fee will be communicated when applicable.

7. Emergency and After-Hours Services

Emergency and after-hours services are subject to technician availability. Additional charges may apply to emergency, after-hours, weekend, or holiday appointments. Submitting an online form, voicemail, email, or text message should not be relied upon for an immediate emergency response. For emergencies involving an immediate threat to life, health, fire, or public safety, contact the appropriate emergency services.

8. Warranties

Any warranty applicable to work performed by PCL is governed by the written estimate, invoice, service agreement, manufacturer warranty, or other documentation for that service. Manufacturer warranties are subject to the manufacturer's own terms, exclusions, and procedures. Unless specifically stated in writing, website information does not create an additional warranty.

9. Customer Responsibilities

Customers are responsible for providing accurate information about the property, equipment, existing conditions, and known problems that may affect the work. Customers must provide reasonable access to the property and relevant equipment and disclose known hazards, unsafe conditions, animals, restricted areas, or other circumstances affecting technician safety or access.

10. Website Information

PCL makes reasonable efforts to maintain accurate and current website information but does not guarantee that all information will always be complete, current, or error-free. Service descriptions, promotions, availability, pricing, photographs, and other content may be updated or changed without notice.

11. SMS Consent Communication

When you provide your mobile telephone number and expressly consent to receive SMS/text messages from PCL, you authorize PCL to send text messages in accordance with the consent you provided. Phone numbers and SMS consent information obtained as part of the SMS consent process will not be sold or shared with third parties or affiliate companies for their own marketing or promotional purposes. Consent to receive text messages is not a condition of purchasing PCL services.

12. Types of SMS Communications

If you consent to receive text messages from PCL, messages may include appointment confirmations and reminders, scheduling or rescheduling, technician arrival or service updates, customer service communications, estimate or proposal follow-ups, service status updates, billing or payment-related communications, requested information, and other communications consistent with your consent.

Example: "PCL: This is a reminder regarding your scheduled service appointment. Reply STOP to opt out or HELP for assistance. Message and data rates may apply."

13. SMS Message Frequency

Message frequency may vary depending on your interaction with PCL, requested services, appointments, and communication preferences.

14. SMS Message and Data Rates

Standard message and data rates may apply depending on your mobile carrier and wireless plan. PCL is not responsible for charges imposed by your mobile carrier.

15. SMS Opt-Out

You may opt out of receiving SMS messages from PCL at any time by replying **STOP**. After an opt-out request is processed, you will no longer receive applicable SMS communications unless you subsequently provide consent again.

16. SMS Help

For assistance with SMS communications, reply **HELP** or contact PCL at 727-275-2624 or info@pclservice.com.

17. Mobile Carrier Disclaimer

Wireless carriers are not responsible for delayed or undelivered messages. Delivery may depend on your wireless carrier, network availability, device settings, and circumstances outside PCL's control.

18. Privacy

Your use of the PCL website and submission of personal information are also governed by our Privacy Policy. Information collected may include your name, telephone number, email address, service address, requested service, and information necessary to respond to your inquiry or provide services. SMS consent and telephone numbers collected for SMS purposes will not be shared with third parties or affiliates for their own marketing purposes. Please review the PCL Privacy Policy for additional information.

19. Intellectual Property

Unless otherwise indicated, the PCL name, logo, website design, graphics, photographs, text, service descriptions, and other original website content are owned by or licensed to Performance Construction Limited LLC. Website content may not be copied, reproduced, republished, distributed, or commercially used without authorization, except as permitted by law.

20. Third-Party Services and Links

The PCL website may use or link to third-party services, including scheduling, payment, mapping, communication, analytics, or other providers. PCL is not responsible for the content, privacy practices, availability, or terms of independent third-party websites or services.

21. Prohibited Website Use

You agree not to use the PCL website to violate applicable laws or regulations; submit fraudulent or intentionally misleading information; attempt unauthorized access; introduce malicious software or interfere with website operation; impersonate another person or organization; or use website content or systems for unlawful purposes.

22. Limitation of Website Liability

To the extent permitted by applicable law, PCL will not be responsible for indirect, incidental, special, or consequential damages resulting solely from use of, or inability to use, the PCL website. Nothing in these Terms & Conditions is intended to exclude or limit liability that cannot legally be excluded or limited. Terms applicable to actual services may also be contained in estimates, proposals, invoices, warranties, service agreements, or other written agreements.

23. Promotions and Special Offers

Promotions, discounts, coupons, membership benefits, and special offers may be subject to additional terms, expiration dates, service limitations, geographic limitations, availability, and exclusions. Unless otherwise stated, promotions may not be combined with other offers. PCL reserves the right to modify or discontinue promotional offers as permitted by law.

24. Changes to These Terms

PCL may update these Terms & Conditions periodically to reflect changes in services, website, business practices, or applicable requirements. Updated versions may be posted on the website with a revised effective date. Continued use after an updated version becomes effective constitutes acceptance to the extent permitted by law.

25. Governing Law

These Terms & Conditions are governed by the laws of the State of Florida, without regard to conflict-of-law principles. Rights or remedies available to consumers under applicable federal, state, or local law remain unaffected where they cannot legally be waived.

26. Severability

If any provision of these Terms & Conditions is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

27. Contact Us

Questions regarding these Terms & Conditions may be directed to:

Performance Construction Limited LLC (PCL)

Plumbing • Irrigation • Air Conditioning

Phone: 727-275-2624

Email: info@pclservice.com

Website: pclservice.com