Website Terms of Service

Last Updated: October 29, 2026

Welcome to the website of **FNC** (“Company,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of our website **Tempairusa.com**, including all content, functionality, and online contact features (collectively, the “Site”).

Please read these Terms carefully before using the Site. By browsing, accessing, or submitting information through the Site, you accept and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use the Site.

1. Scope of the Site & Informational Use

The Site is provided solely to share information about our heating, ventilation, and air conditioning (HVAC) services, maintenance solutions, and general business information, as well as to allow prospective and existing clients to contact us.

- **No User Accounts:** You do not need to register, log in, or create an account to use any part of this Site.

- **Informational Purpose Only:** Articles, tips, FAQs, and general descriptions provided on the Site are for educational and informational purposes. They do not constitute an official on-site diagnosis, engineering assessment, or binding professional consultation.

- **Emergency Situations:** If you experience an urgent safety hazard (such as a suspected gas leak, carbon monoxide alarm, or active electrical sparking), do not rely on website contact forms. Immediately evacuate the property, call 911, and contact your local utility provider.

2. Eligibility & Contact Form Submissions

- **General Browsing:** Anyone may browse the informational areas of the Site.

- **Service Inquiries:** To submit a contact form or request HVAC services, you must be at least 18 years old (or the age of majority in your jurisdiction) and possess the authority to request inquiries or service estimates for the property indicated.

- **Accurate Information:** When using our contact form, you agree to provide true, accurate, and current contact details (including your name, email address, phone number, and project details). You agree not to submit false information, impersonate any individual, or submit inquiries on behalf of a third party without authorization.

- **Non-Binding Requests:** Submitting your contact information does not create a binding service contract,project agreement, or guaranteed schedule slot. All service agreements, timelines, and pricing require direct confirmation and a separate formal agreement or estimate with FNC.

3. Intellectual Property Rights

All content, features, and visual design elements on the Site—including text, graphics, logos, brand elements,photographs, icons, and software code—are the property of FNC or its content suppliers and are protected by United States copyright, trademark, and intellectual property laws.

- **Permitted Use:** You may view, download, or print individual pages for your personal, non-commercial use or legitimate business inquiry.

- **Restrictions:** You may not copy, reproduce, modify, republish, distribute, scrape, or commercially exploit any material from this Site without prior written permission from FNC.

4. Prohibited Conduct

You agree to use the Site only for lawful, legitimate purposes. You agree **not** to:

- Use our contact form to send spam, unsolicited promotional messages, marketing pitches, or chain mail.

- Introduce viruses, trojans, worms, or any code engineered to damage or disrupt our web systems.

- Attempt unauthorized access to our web hosting servers, systems, or underlying software.

- Use automated spiders, crawlers, robots, or data-mining tools to scrape or index content from the Site without written consent.

5. Third-Party Links

Our Site may contain links to external third-party websites or tools (such as equipment manufacturers,financing partners, or local business directories). These links are provided solely for convenience. We have no control over the content, policies, or practices of third-party platforms and accept no responsibility for them or for any loss or damage that may arise from your use of them.

6. Disclaimer of Warranties

YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. THE SITE AND ALL MATERIALS ON IT ARE PROVIDED ON AN **“AS IS”** AND **“AS AVAILABLE”** BASIS, WITHOUT WARRANTIES OF ANY KIND,EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, FNC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

(Note: Specific product warranties, equipment guarantees, and labor warranties for HVAC installations or maintenance are governed exclusively by separate, written service contracts, not by this website).

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FNC, ITS OWNERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SITE;
- ANY DELAYS, TRANSMISSION ERRORS, OR FAILURES IN CONTACT FORM DELIVERY;
- YOUR RELIANCE ON ANY GENERAL INFORMATIONAL CONTENT FOUND ON THE SITE;
- ANY MALICIOUS CODE TRANSMITTED THROUGH THIRD PARTIES VIA THE WEB.

8. Indemnification

You agree to defend, indemnify, and hold harmless FNC, its owners, officers, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorney fees) arising from your misuse of the Site, submission of unauthorized or fraudulent inquiries, or violation of these Terms.

9. Governing Law & Jurisdiction

These Terms and any dispute arising from or related to them or the Site shall be governed by and construed in accordance with the laws of the State of **New Jersey**, without regard to conflict of law principles.

Any legal action or proceeding arising under these Terms shall be instituted exclusively in the state or federal courts located in **Sussex County, New Jersey**.

10. Modifications to These Terms

We reserve the right to revise these Terms at any time. Any changes will be posted directly to this page with an updated “Last Updated” date. Your continued browsing or contact form use after updates are posted signifies your acceptance of the revised Terms.

11. Contacting Us

If you have questions about these Terms of Service or our website practices, please contact us:

- **Company Name:** FNC
- **Mailing Address:** 70 Worth St. South Hackensack, NJ 07600
- **Email:** Office@fncfacilities.com
- **Phone:** (908)-382-1110