#### **TERMS AND CONDITIONS**

- Our Service Plans offer a 20% discount on diagnostic and repair charges, plus an annual precision tune-up.
- 2. Service plans are in effect for 12 months and are auto-renewing each year thereafter at prevailing rates. We will indicate our acceptance of a service plan by issuance of an invoice. Client reserves the right to cancel any agreement upon the annual renewal date by notifying us prior to the completed service.
- 3. Annual precision tune-ups may be scheduled at any time during the service plan year. Through a regular program of postcard reminders and follow-up phone calls, We will make every attempt to schedule the tune-up; however, this responsibility is shared with the client who must make the unit accessible to be worked on during normal working hours.
- 4. Service plans are transferrable to new owner or renters at transfer of property's ownership or tenancy or may be voided at request, but no amount is refundable.
- Our responsibility under a service plan will automatically cease if service or any parts or equipment, including fuel if applicable, covered by the plan is purchased from another source or if a client's account is past due.
- 6. Priority Service is defined as scheduling ahead of non-agreement clients. Most calls are answered within 24 hours. However, longer response periods can be encountered during peak periods. We make no guarantee of any specific response time.
- 7. To help hold down the price of our plans by eliminating unnecessary service calls, our clients are expected to make sure the thermostat or humidistat is properly set and check all switches including circuit breakers or fuses. Clients are also expected to monitor the condition of all filters (heating, cooling, humidifier, air cleaner, etc.).



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- 8. Replacement of the entire unit or the following systems and devices are not covered under either plan: refrigerant leak tests and repairs, compressors, heat exchangers (unless noted on Plan), refrigerant recovery, freon, air filters, condenser coils, duct systems, evaporator coils, radiators, registers and grills, heating system piping other than piping near boiler, electrical service from breaker to unit, gas and domestic water lines to unit.
- 9. Parts and labor not covered by service plan will be billed at prevailing rates.
- 10. The plans do not cover non-maintenance work or acts of God such as: work required because of fire, lightning, explosion, flood, theft freezing or breaking of pipes, sabotage, or shortage of electrical, gas or water supply, electrical work beyond the units, cleaning of ducts, painting, moving of equipment or correction of installation or design deficiencies, or expense caused by improper operation, negligence or misuse of the equipment or damage from any cause that is external or that does not arise solely and directly out of the operation of this equipment. If you request such service, it will be charged at prevailing rates.
- We reserve the right to cancel any agreement without notice and refund the unused portion of the agreement.
- 12. We will endeavor to render prompt and efficient service, but it is expressly agreed that we shall in no event be liable for damage of loss caused by delay or any loss arising out of the performance of this agreement.
- 13. The obligation to furnish replacement parts is subject to availability through normal supply sources. We shall not be liable for failure or delay to provide the service if failure or delay results from availability of parts, the supply of fuel or for any reason beyond our control.
- 14. The Loyalty Reward Bonus Bucks equipment replacement program gives each client with any Service Plan a \$50 credit for each consecutive year that a plan is in place toward the purchase of a replacement furnace, heat pump, oil boiler, central A C system, oil burner or oil tank up to up to the amount specified in the equipment chart. It cannot be used for repairs, installation of accessories or any other purchases to pay any outstanding balance to us. All Bonus Bucks reward

### credits are eliminated if client cancels their service plan.

- 15. The Loyalty Reward Bonus Buck allowance is not transferrable and cannot be paid in any form in lieu of purchase.
- The equipment being replaced must have been covered under a current service plan with us.
- We reserve the right to modify this program, including terminating it without prior notice.
- 18. We shall not be liable for clients failure to use ordinary care in equipment operations, including but not limited to: failure to keep adequate water in boiler, fuel in tank (if applicable), failure to turn on emergency switch, thrown circuit breakers, filter changes or any other cause unrelated to normal operation.
- 9. Our Gold Plan is offered to those existing customers who are approved and would like to renew the Gold Plan. The Gold Plan is no longer applicable for units that are not already covered. Our Gold Plan covers labor and listed parts when you have a problem with your covered equipment, plus an annual precision tune-up.
- These agreements cover residential units. Commercial quotes are available upon request.

#### **BONUS BUCKS**

You may allocate your Bonus Bucks for the following list of equipment up to the specified dollar amount.

Oil Boiler
Oil & Propane Furnace\$700
Duel Fuel System\$600
Natural Gas Furnace \$500
Generator \$400
Central A/C System \$350
Heat Pump \$350
Oil Tank
Heat Exchanger \$200
Oil Chamber\$200
Oil Burner \$100

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# Comfort& Protection SERVICE AGREEMENTS

