

Terms and Conditions

This agreement covers the specified appliance(s), related to residential units only. The agreement period is for one year, commencing on either the date of the signed agreement, the day after your last day of your old term or payment in full; whichever comes last.

This agreement applies only to parts which must be repaired or replaced due to normal wear and does not apply to parts which must be repaired or replaced for any other reasons including fire, flood, act of God, tampering, malicious damage abuse, negligence; not attributed to the company or other causes.

The company shall complete an annual maintenance once within the term of the contract on all applicable appliances. Scheduling of the maintenance will be the sole judgement of the company.

The company shall be held the sole judge of whether a part shall be repaired, replaced or obsolete and whether a new or rebuilt part should be installed for proper, safe and efficient operation of the specified appliance(s).

The company shall have the rights to inspect the customer's specified appliance(s) within sixty (60) days of receipt of the signed agreement and payment in full; whichever comes last. If the company shall then decide that the customer's specified appliance(s) is in bad repair, obsolete or requires parts not readily available, it may terminate the agreement and shall return to the customer any monies paid thereunder.

The company shall not be liable for damages resulting from failure to carry out its obligations hereunder whether due to labour disturbances, non-availability of parts through usual suppliers, government restrictions or other causes beyond its control and is not liable under any circumstances for secondary consequential damages.

The plan coverage is not transferable to another residential address and is non-refundable on any unused portions. The balance of the plan may/will be transferable to the new home owner(s) with written consent from the customer and the new home owner(s) agreement to the terms and conditions set out in the plan, constituting an agreement between the new parties.

The plan will cover regular labour and after hours emergency service calls. Emergency service is all labour performed outside of regular operating hours of the company. The company shall be held the sole judge of whether this service

is performed or held until regular operating hours. These judgements will be based on seasonal weather conditions and the need for immediate equipment repair.

Service calls not covered under this agreement will be as follows

- To increase thermostat settings that was set too low to permit efficient operation of the appliance(s).
- To repair blown fuses, batteries or reset circuit breakers.
- To press "reset" relay button to restart appliance(s).
- To "switch on" appliance(s) switch which was placed in an "off" position.
- To "start-up" an appliance(s) that was inactive due to the home's power failure.
- To customers who have run out of heating fuel necessitating restarting the oil-fired appliance(s); referred to as a bleed and start.
- To service or replace a humidifier, oil storage tanks, air conditioners and or chimney, and any parts thereof. These items are not covered by this agreement and, as such, are chargeable for both labour and part costs. This includes plugged or malfunctions of equipment. Examples include but are not limited to debris in chimney, support for the oil storage tank, oil lines.

Monthly payments will be processed on the 15th of each month. The company shall charge \$35.00 NSF (Non-Sufficient Funds) fee for any transaction under this agreement that is returned NSF.

The company shall be held the sole judge of renewal on equipment older than 15 years old.

This agreement will automatically renew 30 days prior to the term end date. Customer cancellations of the renewal must be received 15 days prior to the renewal in writing.

The forgoing constitutes the entire agreement between the customer and the company and supersedes any previous agreement between the parties; concerning the supply of maintenance and repair services the specified appliance(s) installed at the address shown on the signed agreement hereof.

This agreement shall renew itself from year to year upon payment of the prevailing rate(s) then in effect subject to termination by either party at the end of the term hereof or any renewal term. The company agrees to make the customer aware of any changes to this agreement, in writing, prior to renewal.