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PLATINUM PLAN

OIL DELIVERY & SERVICE ANNUAL CONTRACT

Cost: \$725^{+tax} (\$771.04 total)

Includes:

AUTOMATIC OIL DELIVERIES

24-hour emergency service

Labor

Repair parts on attached parts list for existing equipment listed on this contract

Our complete Annual Heating Tune Up* also included for FREE

Annual Heating Tune Up includes:

- | | |
|---------------------------------------|--------------------------------------|
| ❖ Check and test all controls | ❖ Replace oil filter cartridge |
| ❖ Check and lubricate motors | ❖ Replace pump strainer |
| ❖ Check combustion chamber | ❖ Replace oil burner nozzle |
| ❖ Check electrodes and set proper gap | ❖ Replace air filter (if applicable) |
| ❖ Check and adjust fan belt | ❖ Inspect above ground oil tanks |
| ❖ Vacuum heat exchanger and flue pipe | ❖ Perform efficiency test |

*Customer is responsible for scheduling yearly maintenance appointment. Failure to schedule appointment within your contract year may forfeit the free tune up.

Name: _____

Address: _____

Phone: _____

Email Address: _____

Make/Model of Equipment: _____

Serial # of Equipment: _____

Oil Tank Size: _____ Current Oil Level (ex: ½ full) _____

Approximate Square Footage of Home: _____

Credit Card _____ Exp: _____ Code: _____

- All Oil Purchased will be charged at our current oil rate for the day it is picked up at the terminal.
- Automatic Delivery Customers deliveries will be scheduled using the Degree Day System which determines your approximate individual home oil consumption.
- Customer agrees to buy oil exclusively from Adamowski Heating and Cooling LLC for the length of the contract.

This agreement is made between Adamowski Heating and Cooling LLC and _____
for the property located at _____. This agreement is in
effect on the day the customer signature is obtained.

Customer Signature: _____ Date: _____

Accepted: Adamowski Heating and Cooling LLC By: _____ Date: _____

General Terms and Conditions

1. Conditions and Contract Terms:

This agreement is a special service plan available to residential customers who use Adamowski Heating and Oil LLC exclusively for their home heating oil requirements.

- Acceptance of this agreement may be subject to an inspection by our service department. If one is required, it may take place at any scheduled time up to and including the first service call.
- Included parts are listed on the attached parts list and apply only to existing equipment listed on this contract. New installs and non-listed equipment are excluded.
- Payment for all plans is due net 5 days from invoice date.
- Contracts can be terminated or suspended for nonpayment of any products or services provided by Adamowski Heating and Cooling LLC.
- No pro-rated refunds will be issued after 30 days. Any service work provided will be billed at the prevailing retail rate and deducted from refund.
- Any un-authorized work performed on system voids service plan.
- Purchase of fuel from supplier other than Adamowski Heating and Cooling LLC voids contract.

2. Limits of Liability:

To the fullest extent permitted by law, Adamowski Heating and Cooling LLC is not responsible for indirect or consequential damage and their clean up, nor is Adamowski Heating and Cooling LLC responsible for loss or damaged due to or resulting from, but not limited to, changes in oil consumption or damages caused by acts of God, strikes, materials or labor shortages, oil and water leakage, power failure, fire, flood, accidents, abuse or misuse of equipment, spontaneous part failure, or other conditions not within Adamowski Heating and Cooling LLC's control. To the fullest extent permitted by law, Adamowski Heating and Cooling LLC makes no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Liability will be limited to the repair or replacement of defective parts or service provided under this agreement.

3. Termination of Agreement:

The customer may terminate this agreement at any time by providing Adamowski Heating and Cooling LLC with 15 days' notice. There is no reimbursement for partial year termination. Adamowski Heating and Cooling LLC reserves the right to terminate this agreement without reimbursement to the customer if the customer:

- Fails to make payments due to Adamowski Heating and Cooling LLC for fuel or service in accordance with agreed upon terms.
- Fails to remedy conditions identified by Adamowski Heating and Cooling LLC as a hazard to life or property.
- Fails to buy oil exclusively from Adamowski Heating and Cooling LLC for the entire term of the contract.
- Permits any person other than Adamowski Heating and Cooling LLC's authorized representative to service Customer's equipment.

4. **Renewal/Assignment:**
Renewal of this agreement is subject to annual review by Adamowski Heating and Cooling LLC. Adamowski Heating and Cooling LLC does not automatically renew Service Contract Agreements each year: the Customer will have to notify Adamowski Heating and Cooling LLC for renewal. Customer may assign this agreement to the new owner of Customer's property provided they receive an approval from Adamowski Heating and Cooling LLC and providing new owner agrees to terms of this contract.
5. **Emergency Service:**
For this contract, Emergency Service is defined as no heat during a time in which heat is required for safe occupancy of the home (September – May). Also defined as an emergency is a failure of any of the listed covered parts that cause the heating unit to be shut down for safety purposes. Non-emergency calls will be billed on a time & materials basis.
6. **Service Scheduling:**
Adamowski Heating and Cooling LLC Products will attempt to contact customers to schedule their service visit, however, it is ultimately the customer's responsibility to see that the service is scheduled as there are no carry-overs or rebates.
7. **Inspection & Pre-existing Conditions:**
All heating equipment is subject to a pre-inspection by an Adamowski Heating and Cooling LLC technician prior to the initiation, or during the term of any contract. If the system is not acceptable for contract coverage, the contract will be terminated, and service provided will be billed on a time and materials basis. Initiation of new contracts requires that there be no pre-existing conditions hindering the proper operation of the heating unit. Any pre-existing problematic conditions must be remedied (chargeable) prior to the initiation of the new contract.
8. **Parts:**
Adamowski Heating and Cooling LLC reserves the right to use new or remanufactured parts at its discretion. Generic parts may also be used in place of OEM parts on any repair or replacement. Component conversions may be done (to improve reliability) at the discretion of Adamowski Heating and Cooling LLC.
9. **Contract Exclusions: (Chargeable For Both Parts and Labor)**
 - o Non-emergency service calls after working hours
 - o Damages caused by fire, flood, or acts of nature
 - o Parts and labor required to re-start burner due to lack of fuel caused by non-payment, or foreign materials and/or water in fuel tank
 - o Parts not listed on the covered parts list
 - o All service and incidental damages related to insufficient combustion air
 - o Blown fuses, tripped circuit breakers, or emergency switches in the OFF position
 - o Service and/or damages caused by draft-reversing systems, such as attic exhaust fans or clothes dryers
 - o Thermostats turned down below room temperature
 - o Any service calls pertaining to frozen water pipes, air handlers, or oil lines
 - o Incidental damage caused by failure to provide service due to conditions beyond our control
 - o Programming or replacement of set-back thermostats
 - o Cost of service provided by another company
 - o Service requirements beyond CT State occupational licensing laws
 - o Remediation of oil spills, water, or soot
 - o Oil line replacement or repair of hidden oil lines
 - o Any high voltage electrical wiring or any wiring not attached to the heating unit
 - o Upgrades of operable equipment
 - o All parts and labor related to any plumbing or movement of water
 - o All air handling equipment external to the main heating unit, including air handlers, zone dampers* & controls, humidifiers, and electronic air cleaners.
 - o Obsolete equipment (no longer manufactured), such as rotary burners, G.E. burners, etc.
 - o Powered exhaust fans, draft inducers, automatic flue dampers, and powered combustion air systems
 - o Special purpose media air filters such as Air Bear® or Space Guard® air filters. Labor to replace such filters will be covered under the plan (furnace only)
 - o Fuel de-aeration and transfer systems
 - o Proprietary (non-standard) components (IE, Tekmar, Buderus, Energy Kinetics, Lennox, Viessman, etc.)
 - o Inspection or replacement of cathodic protection systems

CONTRACT INCLUDED PARTS LIST

- For Gold Plans – parts below are 50% off are included with the contract.
- For Silver and Platinum Plans – parts below are free with the contract.
- This list is a comprehensive list of all the parts normally needed to repair a heating system.
- Any part not on this list, that is still available to purchase, would be sold at our normal prices.

Air filters (standard type 1 change)
 Aquastats
 Automatic Water feeders
 Back flow preventor
 Base board (***Air Purging Only***)
 Belts
 Blast tubes
 Blower motor pulleys
 Blower motors PCS Only (Max 3/4 HP Heat)
 Burner motors
 Cad cell relay controls
 Cadmium cells
 Circulator water pump assy & gaskets
 Circulator couplings
 Circulator motors (Max. 1/8 HP)
 Circulator relays
 Combustion chambers
 Delayed oil valves
 Draft regulators
 Electrodes
 End cones
 Expansion tanks (UP TO MODEL #30)
 Fan & limit controls
 Flow Check Valves
 Fire valves
 Flow restrictions
 Fuel Pump coupling
 Fuel pumps

High vents
 Ignition wires
 Low voltage transformers
 Low water cut offs
 Nozzle
 Nozzle Adapter
 Nozzle Line (Internal)
 Nozzle line (External)
 Oil filter cartridge (1 change)
 Oil filter assembly
 Oil tank duplex fitting
 Oil tank fill cap
 Oil tank gauge
 Oil tank vent alarm
 Porcelain Insulators
 Pressure relief valves
 Pump gaskets
 Pump strainers
 Purge valves
 Re-set button
 Smoke pipe
 Thermostats (standard type only)
 Toggle switches
 Transformers (Ignition)
 Triple aquastats
 Valves (Ball, Gate)
 Water Drain Valves
 Zone valve I Multi zone system