

## • General Conditions

TO BE ELIGIBLE FOR THE COMFORT *PLUS* PLAN YOU MUST PURCHASE YOUR FUEL OIL SUPPLY FOR THE ENTIRE YEAR FROM A *GARY'S FUEL SERVICE INC.* PLAN. ON AN AUTOMATIC DELIVERY BASIS. LANDLORDS OR PROPERTY OWNERS MUST ASSURE THAT ALL FUEL OIL REQUIREMENTS SHALL BE ACQUIRED FROM *GARY'S FUEL SERVICE INC.* FAILURE TO ABIDE BY THESE TERMS MAY RESULT IN IMMEDIATE TERMINATION OF THIS PLAN AT OUR OPTION WITHOUT REFUND.

2. Heating systems with a maximum I.B.R. rating up to 250,000 BTU's

3. We reserve the right to inspect and approve any or all heating systems prior to acceptance under this plan. All heating oil systems must be in conformity with and be installed according to all federal, state and local laws, rules, codes and ordinances to qualify for coverage under this plan. You may not transfer or assign coverage under this plan without our prior consent. You may notify us if you intend to transfer or we will have the right to terminate this plan without refund.

4. Your coverage under this plan will be automatically renewed for consecutive one-year periods unless either you or we give other written notice of cancellation prior to April 30, of the current year. The plan expires on April 30 of each year, regardless of the commencement date of coverage under the plan.

5. To be covered under the plan, any service required after 5:00 p.m. weekdays or on Saturdays, Sundays or holidays, must be the result of a complete mechanical failure of the oil heating system, thus causing no heat. Any other service calls received during these time periods will be billed to you at our standard hourly rates in effect at that time, and you agree to pay them.

6. Payment under this plan is due within thirty (30) days after billing date, unless you make budget arrangements with our credit department. If any payment is not received within thirty (30) days or in accordance with budget arrangements approved by us, we may terminate this plan at our option; and thereafter, any further service will be billed at our standard rates in effect at that time.

7. Gary's Fuel Service stipulates that the company not be held responsible for system damage due to frozen heating system, frozen pipes, flooded basements, interruption of electricity power, hurricanes, fire, other acts of God, customer negligence, inadequate fuel supply when account is not on automatic delivery or account payments that are in a delinquent status.

8. We are only responsible for the actual repair, replacement or maintenance of the heating oil system components as described in this in the document. This plan is intended to cover your heating oil system components in normal usage.

9. We are not responsible for water leaks and/or piping defects in floors, ceilings and side walls that effect the operation of your heating system and/or cause system damage. You are responsible for providing us with access to all concealed or hidden components of the heating system, and for any and all repairs or replacements that arise out of our need to have access to the components, including, for example, walls, partitions, floors, ceilings, chimneys, entryways, and the like.

10. This plan does not cover general plumbing, household wiring, walls or other structural portions of any building and chimneys, or the repair, replacement, renovation or movement of any of the foregoing, and this plan does not cover the cleaning of any ductwork, baseboard radiation or radiators. This plan does not cover damage/defects caused by leaking water pipes on floors, ceilings and walls. This plan does not cover plastic type constructed pipe, such as PVC or similar, on any heating system or domestic hot water piping. This plan also does not cover any system that contains anti-freeze, and does not cover the replacement or loss of anti-freeze for any reason.

11. Combination solid fuels/oil units and wood or coal add-on are not covered by this plan at any time, nor is cleaning of domestic hot water tankless coils covered by this plan.

12. We are not responsible for the discovery, handling, treatment, removal or safety of any asbestos or equipment containing asbestos.

13. This plan does not cover the repair or replacement of any fuel oil line or lines between your oil storage tank and your oil burner or fuel pump. Fuel flow problems arising out of outside storage of fuels are not covered under this Plan.

14. This plan does not cover any fuel oil storage tank or tanks above or below ground. This plan does not cover any tank piping or tank gauges. Separate coverage for fuel oil tanks is available under the Gary's Fuel Service Tank Protection Plan for a moderate annual fee.

15. We are not responsible for any additions to your heating oil system that are not a part of your heating system as initially approved by us, nor are we responsible for additions, repairs, replacements or substitutions to your heating oil system or any of its component parts if installed or made by anyone other than us during the coverage period.

16. While we are equipped to provide emergency service to you, we will not be liable for any delay or failure to supply service or material or labor because of conditions beyond our reasonable control. In no event shall we be liable for any consequential or incidentals damages or injury of any kind or description, including personal injury.

17. THIS PLAN DOES NOT COVER, AND WE ARE NOT RESPONSIBLE FOR, ANY DAMAGES, INCLUDING ENVIRONMENTAL DAMAGE, ARISING OUT OF ANY LEAKAGE OR SPILLAGE FROM ANY OIL LINES, OIL TANKS OR ANY OTHER PART OF YOUR HEATING SYSTEM, INCLUDING, FOR EXAMPLE, LEAKING PUMP SEALS, PARTS OR DEVICES. WE WILL NOT IN ANY EVENT BE LIABLE, AND WE DISCLAIM ALL LIABILITY FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING FROM ANY LEAKAGE, SPILLAGE, OR OTHER ESCAPE OF HEATING OIL OR ANY OTHER LIQUID FROM THE HEATING OIL TANK, OIL LINES, OR ANY PART OF YOUR HEATING OIL SYSTEM FOR ANY REASON WHATSOEVER. THIS PLAN DOES NOT COVER AND WE WILL NOT BE LIABLE FOR, CONTAMINATION OF SOIL OR OTHER PROPERTY DAMAGE OR PERSONAL INJURY.

## *Gary's Fuel Service Comfort Service Plan*

*You can be  
comfortable  
with us*

***Gary's Fuel Service agrees to perform the following to perform the following maintenance under the Comfort Plan Contract***

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|---|--|
| 1. Check fan, housing, end cone, and air tube of burner.        | In addition Gary's Fuel Service will repair or replace any of the following heating system parts that become defective in normal use at no cost to the customer. |
| 2. Check glass gauge.   |  |
| 3. Check low water cut-off.                                     | Air Vent   |
| 4. Check transformer connections and ignition cable.            | Aquastat   |
| 5. Check and clean or replace fuel oil filters and strainers.   | Hot Water Circulator (1 Only)  |
| 6. Check and clean or replace electrodes and nozzle assembly.   | Circulator Relay   |
| 7. Clean and regulate fuel units.                               | Burner Couplings   |
| 8. Adjust draft regulator.                                      | Burner End Cone  |
| 9. Vacuum and inspect heat exchanger and smoke pipe to chimney. | Burner Fan   |
| 10. Lubricate all motor bearings.                               | Burner Firomatic Valve   |
| 11. Inspect all above ground oil tanks and lines for oil leaks. | Burner Motor   |
| 12. Seal air leaks around furnace doors.                        | Burner Switch  |
| 13. Test all oil burner controls.                               | Burner Transformer   |
| 14. Perform and record the results of the efficiency tests.     | Cad Cell Relay   |
|   | Electrodes   |
|   | Nozzle   |
|   | Air Filters (1 Set)  |
|   | Fan Belts  |
|   | Fan Motor  |
|   | Warm Air Fan Control   |
|   | Draft Regulator  |
|   | Oil Filter   |
|   | Thermostat (1 Only , Not Programable)  |