

Conditions of the Contract

Duration

This contract will start on the date specified on the reverse and shall renew from year to year upon payment of the annual charge in effect at the time of renewal.

Change of Price or Scope

The customer hereby agrees that the price and/or scope of services covered by this contract may be subject to change. Any change to the Protection Plan price and/or scope shall be at the sole discretion of the Company. Notice of a change in price or scope shall be made at the time the annual charge comes due.

Inspection

The company shall have the right to reject this agreement upon inspection of the heating system up to 30 days from the start date as indicated on the reverse side of the contract.

Termination

The contract may be cancelled by the signing party within two (2) weeks of the anniversary of the Start Date (as indicated on the reverse side of the page). Unless the contract is cancelled within the two week anniversary, the contract shall renew automatically for another year. The Company in its sole discretion may terminate the contract at any point during the term of the contract so long as a pro-rated refund is returned to the signing party, if the customer has paid their annual payment, based on the cost of the plan per day for the number of days left in the year for which the protection plan has to run before the anniversary of the Start Date. In the event that payment is not received by the Company within 30 days of the invoice for the annual payment, coverage, and any obligations of the Company under this contract, will immediately terminate.

Services Covered

Emergency Service, Scheduled Service, Annual Maintenance & Tune-Up, Parts Repair or Replacement that have not become obsolete.

General Exclusions

- 1) Parts and labour required as a result of abnormal conditions, as determined by the Company in the sole discretion, such as, but not limited to, water damage, fire, flood, freezing, hurricane, or other such acts of God, power failure, failure to check water level in boiler or humidifiers; or damage or loss resulting from delays or failure to render service for reasons beyond our control or tampering of system by non-Wilsons personnel.
- 2) Hot water storage tanks, plumbing and/or electrical wiring that is not part of the heating system, electrical stack dampers, warm air humidifiers, electronic air filters or domestic hot water coils, mixing valves, cast iron radiators & piping, in-floor piping & control systems. Problems due to domestic water quality, boiler reset controls, draft inducers, motorized dampers, programmable thermostats.
- 3) Any wiring or equipment that is not reasonably accessible by the Company in its sole discretion, or its designated subcontractor.
- 4) Any propane and/or oil line that is not reasonably accessible by the Company in its sole discretion, or its designated subcontractor.
- 5) Heat exchanger, water vessel, furnace or boiler in case that the heating unit is not repairable as determined by the Company in its sole discretion.
- 6) Any guarantee that the heating system has the ability to supply the heat or hot water that may be required.
- 7) The Company reserves the right to charge for replacement of fuses, resetting of circuit breakers, failure to set thermostat properly or turn on the furnace switch, opening feed valves and bleeding air from radiators.
- 8) The Company will not be liable for damages resulting from a vacant or unoccupied home, including but not limited to heat failure, burner failure and/or lack of fuel. For the purposes of this contract, a vacant or unoccupied home means a premises covered by this contract that has been left unattended for more than 36 hours.

9) Standard air filters under Merv 8 may be included when replaced during scheduled maintenance. The customer/homeowner are responsible for the monthly replacement of air filters during the heating season.

10) Through-the-wall venting systems chimneys and chimney liners.

11) The Company will not be responsible for any damages or services which, in the company's sole determination and discretion, are determined to have been caused by the signing party failing to schedule an annual maintenance and tune-up.

12) The removal and disposal of oil and/or water from storage tanks clean up of any oil spills or leaks from heating system.

13) Basic Plan does not cover repair or replacement of any part associated with the hot water distribution system including domestic coil and mixing valve(Circulator, zone valves, flow check valves, radiators, pipes, mixing valves, etc.)

14) The replacement of R-22 refrigerant.

Maintenance & Tune-Up

This plan covers an annual maintenance & tune-up. The homeowner/customer is responsible to call the office to schedule this maintenance at their convenience during regular office hours.

Combination Furnaces

No part of a wood combination furnace nor any part of a combination of wood and other alternate fuel furnace is eligible for coverage.

Oil Tank

This plan allows \$300 towards the replacement of one 900 litre non-metallic oil tank, supplied by Wilsons. Any buried and/or inaccessible tanks, as determined in the sole discretion of the Company, are not covered. Damages caused by leaking or faulty oil storage and related equipment are not covered by this contract and are not the responsibility of the Company.

Judgement

The Company shall be the sole judge as to whether a part should be repaired or replaced.

Terms

The customer agrees to purchase exclusively from the Company, all fuel required to heat the residence, specified above on the Automatic Delivery Plan. Breach of this provision shall, at the Company's sole discretion, void this contract.

Assignment

The customer is hereby authorized to assign this contract to any future purchaser of the residence who agrees to assume the obligations and conditions in this agreement so long as notice is provided to the company of the identity of the assuming party.

Refunds

This contract is understood to have no refund valve unless the contract is terminated by the Company pursuant to the Termination clause.

Limitation of Liability

The customer/homeowner agrees that any and all claims, whether in contract or tort, which the customer/homeowner has or hereafter may have against the Company in any way arising out of or related to the Company's duties, responsibilities, work and parts used pursuant to this contract, shall be limited to \$5000.00 in cash and/or by equivalent costs in parts or labour or a combination of both.

BY SIGNING THIS AGREEMENT YOU SIGNIFY THAT YOU HAVE READ THE CONDITIONS OF THE CONTRACT AND AGREE TO BE BOUND BY THEIR TERMS.

SIGNED BY (PRINT NAME)