

Commitment to Service

K.E. Weaver Petroleum has been serving its customers for over a decade. During this time we have learned a lot about what it takes to be a successful home comfort provider. K.E. Weaver Petroleum knows the value you place on keeping warm during the cold winter months. We are pleased to offer you peace of mind that your family's comfort is our top priority. Our staff is professionally trained and certified and we provide superior customer service.



Service Plan Value

Service plans ensure that you will receive professional preventive maintenance for your heating system, hot water system, and fuel oil tank. Both a heating system and hot water system tune-up, which are included in this plan, will increase your operating efficiency and allow you to save on heating costs. Our plans have been designed to be economical and a good value. The purpose of the plans is to keep your heating and hot water system working at peak efficiency and to keep critical parts maintained. To minimize the risk of expensive repairs take advantage of one of our service plans.



Multi-Equipment - Oil-Fired System - \$264.00 or \$22.00/month

Our Multi-Equipment Oil-Fired System Plan includes your annual tune-up for both your heating and hot water system; K.E. Weaver's TankSure Program, and parts and labor discounts associated with maintaining your heating & hot water systems at peak efficiency.

Maintenance & Tune Up

Professional preventive maintenance is strongly recommended annually for all heating & hot water systems. Maintaining and adjusting your heating & hot water systems will help save on operating costs and add years of life expectancy to this expensive equipment. This service tests and adjusts the equipment for maximum efficiency using precision equipment. All safety and operating controls will be checked. Motors and bearings will be lubricated. We will clean the electrodes, fan, pump, furnace, hot water heater, flue pipe to the chimney and chimney base. We will test for smoke, carbon dioxide, stack temperature and set the proper firing rate. When necessary the fuel filter cartridge, air filter and burner nozzle will be replaced.

Parts & Labor Coverage

This plan covers one (1) Oil-Fired Furnace and one (1) Oil-Fired Hot Water Heater. If your heating or hot water system requires service, all of the labor and parts required will be sold to you at a 15% discount.

Tank-Guard™ Program

Costly surprises never come at a good time, including the need to replace a leaking home heating oil tank. With the cost of replacing a bad tank running as much as \$1,000 or more, that's a surprise you'd like to avoid, especially since most homeowner's insurance doesn't cover oil tank replacement.

That's why our service agreements include the Tank-Guard Program. Oil Heat experts recommend a liquid corrosion inhibitor such as the one that we include in our Heating Oil. It's safe, effective and does not affect your furnace's performance or fuel efficiency.

If your tank should ever leak while it is enrolled in our Tank-Guard Program, you'll receive a new home heating oil tank installed free of charge!



Emergency Service

Available 24 hours a day 7 days a week. If your heating or hot water system needs repair after normal business hours give our office a call and we will take care of the rest.

*Some conditions apply, see general conditions and exclusions

Clip & Mail

Multi-Equipment Oil Fired System - \$264.00 or \$22.00/month

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Daytime Phone: _____

Email Address: _____

Signature: _____ Date: _____

~~~~~

FOR OFFICE USE ONLY:

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

## General Conditions & Exclusions

This Service Plan is available to customers who purchase all of their fuel oil and heating system services from us during the term of the Plan and whose payments are in accordance with our payment and credit terms. Customer must be on automatic delivery during the term of the agreement. The Service Plan becomes effective after our inspection and approval of your heating system and tank.

1. The term of the Plan is for a one (1) year period and will re-new automatically every year unless terminated by either the customer or Company. The Plan automatically terminates if the customer cancels automatic delivery with the Company.

No credit will be issued if the Plan is canceled before the expiration date.

2. Repairs or services not covered by the Plan will be performed and charged to the customer at prevailing rates.

3. In addition, the Service Plan includes the Tank-Guard™ Program which provides the liquid corrosion inhibitor and the Tank-Guard™ Program Limited Warranty. When your eligible aboveground heating oil tank (maximum capacity of 330 gallons) is treated with Tank-Guard, Company and the manufacturer of Tank-Guard provide the following limited warranty for one year from the date of invoicing: if during this period your aboveground tank leaks from internal corrosion which Tank-Guard has failed to prevent, you will be eligible to receive a free home heating oil tank, including installation (not to exceed \$1500.00). Leak verification and proof of replacement tank installation is required. Tank replacement must be performed by Company.

The Tank-Guard program is your exclusive remedy. Leaking tanks, tanks which have been repaired and underground tanks are not eligible and are excluded. The manufacturer of the Tank-Guard program and Company have no liability for environmental cleanups or for any other incidental or consequential damages. To the extent permitted by law, there is no warranty of merchantability or other implied warranty. Any claim for breach of warranties must be brought during the one year warranty period or within 90 days thereafter. Some states do not allow certain limitations on implied warranties or the exclusion of incidental or consequential damages or the exclusion of the warranty of merchantability, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Oil leaks can pose serious safety and environmental hazards, so we recommend that you check your oil tank regularly and call at the first sign of a tank leak.

4. The Service Plan does not cover labor or materials to repair damage to the heating system or residence caused by the customers neglect such as failure to have sufficient fuel oil in the tank (unless oil is being delivered under our automatic delivery program), insufficient water for boiler, blown fuses or other failure of electrical system, improper thermostat settings or faulty thermostat, having heating system switches in the "OFF" position, debris build up in the venting system and other causes related to the improper operation or maintenance of the heating system by the customer. Damage, repairs or replacement of parts or components caused by Acts of God, fire, flood, freezing, storm or weather conditions, power loss or surges, water damage, and fuel flow problems due to outside fuel storage are not covered by the Plan.

5. Company will provide service as soon as practical under normal conditions. Company will not be held liable for any delay or failure to provide service due to condition beyond its control such as Acts of God, labor disturbances or strikes, unavailability of mechanics or parts, failure or interruption of customer's electricity, inaccessibility of the heating system, storm, floods or other severe weather conditions, or government laws or regulations.

6. If the equipment requires the use of water, either re-circulated or other otherwise, the water thus used may become contaminated, or cause corrosion. As neither the extent nor nature of such contamination or corrosion can be predicted in advance, the company hereby assumes no liabilities for either the quality or condition of the water or for any damage that it

may cause to the equipment or other property exposed to water. The customer understands that this agreement does not cover the repair or replacement of any part of the equipment which is caused by water contamination or corrosion or any other cause attributable to the use of water by the equipment, weather as to ordinary wear and use or otherwise.

7. The customer agrees not to assign or transfer this agreement without the prior written consent of the company and no modifications, additions, or changes may be made to this agreement except in writing, signed by both parties. This instrument contains the entire agreement between the parties hereto.

8. Any changes, adjustments or repairs made by others, unless authorized or approved by the company in writing, shall terminate its obligation hereunder.

9. The company reserves the right to, at any time, in its sole and absolute discretion, to replace any part or equipment that it finds to be economically unsound for further servicing or repair, and to substitute a new part or piece of equipment in its place.

10. The Multi-Equipment Oil-Fired Plan includes one (1) an annual tune-up and cleaning for an oil fired furnace and one (1) annual tune-up and cleaning for an oil fired hot water heater. A complete Tune-up will be performed once on each system during the term of the Service Plan, during regular working hours as scheduled by our service department. A separate trip charge will be assessed for cleaning and service calls performed on locations greater than 20 miles from Lititz, PA.

11. This agreement covers only reasonable and ordinary use of the equipment in question. Any repair or replacement that is caused by the customer's failure to use reasonableness in either the operation of the equipment or failure by the customer to promptly report any malfunction in the equipment promptly is not included in this agreement and shall be paid for by the customer in accordance with the company's normal rate schedule.

12. The company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the company.

13. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for particular use. Without limitations, the company shall not be liable upon any warranty theory, express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that the company shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein.

15. The full agreement price shall be due and payable immediately upon execution of this agreement. The customer also agrees to pay as an addition to the price herein above set forth, the amount of any present and future taxes or any other governmental changes now or hereafter imposed by existing or future laws with respect to the transfer, use ownership or possession of the equipment which the agreement relates.

16. Customer agrees to release and hold Company harmless from all claims related to losses, costs, or damage to personal or real property caused by fire, explosion, flood, freezing, power loss or surges, oil leakage, and premises left unattended. Customer agrees that Company shall not be liable for any incidental, special, or consequential damages incurred by customer or by third parties.

17. This service agreement may be terminated by either party upon 30 days written notice. No refund will be issued in the event of cancellation.

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12. The company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the company.

13. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for particular use. Without limitations, the company shall not be liable upon any warranty theory, express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that the company shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein.

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