

General Conditions & Exclusions

K.E. Weaver Petroleum hereafter referred to as the company:

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. Plan becomes effective when customer has paid for said plan. By paying for said plan, customer agrees to and is bound by Plan and General Conditions & Exclusions. In the event customer receives plan as a promotional upgrade with standard clean & service, plan becomes effective when customer pays for standard clean & service. The clean & service referred to in the plan is the standard clean & service customer has paid for to receive the plan. Customer is not entitled to an additional clean & service.

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

2. Customer agrees to notify Company of any unusual operating conditions of the subject equipment. Customer further agrees to promptly notify Company of any suspected malfunction or defect in the equipment and report it promptly to the office of the Company who has a 24 hour, 7 day a week answering service to report emergencies and request service.

3. Customer agrees not to move or relocate subject equipment from existing location without written consent of the company. In the event customer fails to obtain such consent, the Company at its option may cancel this entire agreement or refuse to service the equipment that was moved or relocated.

4. Customer agrees to permit our personnel the use of his common building maintenance tools, such as ladders, etc.

5. If the equipment requires the use of water, either recirculated 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.

6. 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.

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

8. 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.

9. Company will provide service as soon as practical and during regular business hours under normal conditions. A separate trip charge will be assessed for cleaning and service calls performed on locations greater than 20 miles from Litz, PA. Company will not be held liable for any delay or failure to provide service due to conditions 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.

10. 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.

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.

14. The standard of workmanship hereunder shall be that which is reasonable and customary in the industry.

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. This service agreement may be terminated by either party upon 30 days written notice. No refund will be issued in the event of cancellation by the customer. If cancelled by the company during the term of the agreement, pro-rated amount will be refunded.

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