

## TERMS AND CONDITIONS

### 1. Conditions to Coverage.

COMPANY reserves the right to reject this service contract if, on inspection by service department, COMPANY deems any portion of the heating system not in proper working order or unsuitable for servicing by COMPANY. COMPANY may make such inspection at any time up to and including the time of the first service call. Replacement parts will be the same or similar quality and are subject to their availability from COMPANY's normal sources of supply. No guaranty of any replacement part shall be longer than the term of this agreement and any renewals.

### 2. Parts Excluded.

No part is covered by this agreement unless it is specifically listed in the schedules of parts covered on the front page. No other parts are covered, whether or not they are specifically excluded. Examples of parts which are excluded from coverage are: inaccessible equipment; all obsolete parts; air conditioning equipment; wiring; asbestos removal; low water cut-off; draft inducer; automatic feed valve for steam system; automatic vent valves; auxiliary pumps; levelometer or petrometer fuel oil gauges; chimney and chimney base; any equipment or condition which COMPANY deems to be unsafe; parts damage or service caused by operation of an attic fan (NOTE: Simultaneous operation of attic fan and oil burner can cause oil burner to malfunction); vacant or unattended premises (in this agreement, the term "vacant or unattended premises" shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours); parts damage or service caused by the operation of an alternate fuel device. Failure of blower or blower motor when used with central air conditioning is not covered.

### 3. Services Excluded.

No service is covered by this agreement unless it is specifically listed in the schedules of service covered on the front page. The following items are customer's responsibility, and service calls resulting from customer's failure to perform same are not covered: shut off equipment if there is an operational problem; bleed air; flush low water cutoff and automatic feed valve on steam systems; flush steam boilers. In addition, by way of example, services resulting from the following are specifically excluded: failure of customer to maintain a sufficient supply of fuel oil; inadequate boiler room ventilation for proper combustion; miscellaneous or abusive usage of the heating equipment; water in basement; water or other contaminants in the fuel tank; vacant and unattended premises. All such service calls and non-emergency service calls outside COMPANY's normal working hours will be charged at COMPANY's prevailing rates for parts and labor.

### 4. Fuel Tank; Environmental Liability Disclaimer.

Under no circumstances shall COMPANY be obligated to repair or replace a tank. Customer shall be responsible for the condition and maintenance of the fuel tank, oil lines and piping. COMPANY assumes no liability for same. This contract does not insure against tank leakage or any damage to persons or property resulting from tank leakage. This contract does not cover any installation, cleanup, removal, remedial or other costs of compliance with any environmental or other laws, rules or regulations. COMPANY shall not be liable to render any service for which it is not licensed. COMPANY WILL NOT BE RESPONSIBLE FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF OIL OR OTHER PETROLEUM SUBSTANCES OR DERIVATIVES INTO OR UPON THE CUSTOMER'S PROPERTY, SURROUNDING PROPERTIES, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER, UNLESS CAUSED BY THE NEGLIGENCE OF COMPANY. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY SUCH DAMAGES EXCEED \$1,000.00.

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(Terms and Conditions continued)

### 5. Limitations of Liability; Disclaimer.

COMPANY will not be responsible for secondary or consequential damages, nor will COMPANY be responsible for loss or damages due to or resulting from vacant or unattended premises, changes in oil consumption, or from delays or failure to render service or damages caused by Acts of God, strikes, material or labor shortages, fire, flood, accidents, abuse or misuse of the equipment, or other conditions not within COMPANY's control. COMPANY'S LIABILITY IS LIMITED TO THE REASONABLE VALUE OF THE SERVICE AND PARTS OFFERED IN EACH TYPE OF CONTRACT NOT TO EXCEED \$1,000.00, AND COMPANY'S SOLE LIABILITY IN THE EVENT OF A FAILURE TO PERFORM WILL BE THE REASONABLE COSTS OF THE SERVICE AND PARTS SPECIFIED UNDER EACH TYPE OF CONTRACT NOT TO EXCEED \$1,000.00. COMPANY MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS EXPRESSLY SET FORTH HEREIN. No warranty is made as to the ability of the system to supply heat or hot water required by the customer.

### 6. Termination; Default.

COMPANY reserves the right to terminate this contract without notice if customer does any of the following:

- a. If oil is supplied by another company;
- b. Fails to keep adequate supply of oil;
- c. Permits any person other than an employee or authorized service representative of COMPANY to service customer's equipment;
- d. Fails to maintain an acceptable credit rating with COMPANY.

If this contract is terminated for any of the above listed reasons, customer will pay COMPANY's standard rates for service and parts for all services rendered during the term of this contract. In the event of termination, no refunds will be made on any fractions of a year for any unused portions of the contract. Any notice by customer to cancel this contract will be void unless such notice is in writing addressed to the COMPANY and mailed by certified mail return receipt requested, in which case, said notice will be effective five (5) days after receipt by the COMPANY. Until such time, customer will remain liable to COMPANY for all services rendered.

### 7. Renewal and Assignment.

This contract will be automatically renewed each year unless terminated by written notice by either party at least 15 days before the renewal date. Customer agrees that if the contract is renewed, it is subject to price changes and changes in coverage, and customer will pay COMPANY's prevailing rates at the time of renewal.

If customer moves, customer may assign this contract to the new owners, provided the new owners agree in writing to assume this contract, all customer's outstanding bills with COMPANY are paid and customer gives COMPANY written notice at least ten (10) days before the closing.

### 8. No Verbal Agreements.

COMPANY and customer agree that there are no promises, terms, conditions, or obligations between the parties which are not already contained in this contract. Statements made by COMPANY's representative which are not contained in this contract have not been relied upon by customer and are not part of this contract.

**BaribaultFUEL**

600 Main Street  
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860.274.3284

Licenses: S1-0412715, HOD-192, HOD-932

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860.274.3284

**BaribaultFUEL**  
Generations of Warmth Since 1926

## Oil Heating Equipment Service Plans

Oil, Diesel, Propane,  
AC, Installation and  
24-Hour Service



**Keep your system in peak operating condition.** You can count on Baribault Fuel for fast, reliable, expert service, days – nights – anytime. In addition to emergency service, we offer two maintenance contract plans and an annual system tune-up designed to keep your oil heating equipment running at top efficiency – and your home cozy and warm.

## ANNUAL TUNE-UP

Baribault Fuel will inspect, clean, and adjust your oil burner and control for maximum comfort and economy. Our tune-up includes:

- Test and adjust oil burner for maximum efficiency using combustion testing equipment
- Inspect combustion chamber
- Clean and check electrodes and nozzle assembly
- Replace all filters, strainers and nozzles as necessary
- Oil all motors on burner, fans and circulators
- Check all safety and operating controls
- Vacuum clean furnace and flue pipe, including chimney bases *(where accessible)* as necessary.

We recommend this service be performed every year. Service is available during normal business hours, Monday – Friday, 8 a.m. to 5 p.m. To schedule, please call 860.274.3284.

## BASIC SERVICE CONTRACT



Our Basic Service plan, includes an annual tune-up. In addition, Baribault Fuel will repair or replace *(including labor)* the parts and controls *(due to normal wear and tear)* listed below to keep your oil burner in safe, operational condition. We cover Beckett, Carlin and Riello burners.

### MATERIALS INCLUDE:

**Blower Motor** *(up to ½ hp, except when used with air conditioning)*  
**Burner Air Tube**  
**Delayed Oil Valve**  
**Electrodes**  
**Fan & Limit Control**  
**Fuel Pump**  
**Firomatic Valve**

**Fuel Pump Coupling**  
**Fuel Filter**  
**Ignition Transformer**  
**Nozzle & Nozzle Assembly**  
**Oil Burner Motor**  
**Primary Control** *Single Acting Only*

- **Emergency service: 24-hour service during heating season, and normal business hours between April 1 and September 30.**

## SERVICE-PLUS CONTRACT



Our most comprehensive service plan, Service-Plus includes an annual tune-up. In addition, Baribault Fuel will repair or replace *(including labor)* the parts and controls *(due to normal wear and tear)* listed below to keep your oil burner in safe, operational condition. We cover Beckett, Carlin and Riello burners.

### MATERIALS INCLUDE:

**Barometric Damper**  
**Boiler Drain**  
**Boiler Gauge Glass**  
**Blower Motor** *(up to ½ hp, except when used with air conditioning)*  
**Burner Air Tube**  
**Circulator Motor Complete\*** *no larger than Taco (007)*  
**Delayed Oil Valve**  
**Electrodes**  
**Fan & Limit Control**  
**Fuel Pump**

**Firomatic Valve**  
**Fuel Pump Coupling**  
**Fuel Filter**  
**Ignition Transformer**  
**Nozzle & Nozzle Assembly**  
**Oil Burner Motor**  
**Primary Control** *Single Acting Only*  
**Relief Valve**  
**Smoke Pipe**  
**Zone Motors\* (only)**

*\* one per year*

- **Emergency service: 24-hour service during heating season, and normal business hours between April 1 and September 30.**

## OIL-FIRED HOT WATER HEATER



Oil-fired hot water heater coverage is available during normal business hours year-round, Monday-Friday, 8 a.m. to 5 p.m.

## IF YOUR BURNER FAILS TO OPERATE:

- 1** Be sure the burner switch is on. This switch is usually located at the head of the cellar stairs.
- 2** Your thermostat should be set above room temperature *(turn to at least 80° F)*.
- 3** Make sure there is oil in the tank and that the oil-line valve is open.
- 4** Check for loose or blown fuses, or for circuit breakers in the "off" position.
- 5** Push the reset button once only.  
*On older furnaces, the reset button will probably be located on an electrical relay box on a smokestack pipe leading to the chimney.*  
*On newer furnaces, or those with upgraded equipment, it will probably be located on the relay box mounted on the oil burner itself.*  
Remember, push the reset button only once.
- 6** Check to see if the flame comes on.
- 7** If the oil burner still fails to operate call **860.274.3284** for service.