

Heating and Air Conditioning Contract

SHELLHORN & HILL, Inc.

P.O. BOX 2569, WILMINGTON, DE 19805 • (302) 658-5293 • (800) 622-6711 (outside DE)

HEATING & AIR CONDITIONING CONTRACT CONDITIONS

Shellhorn & Hill, Inc. will not be held liable for services rendered impossible for reason of strikes, acts of God, government instructions, unavailability of parts, nor shall be held liable for any injury or damages resulting from defects in the operation or non-operation of customers heater or its appurtenances or any other equipment due to circumstances beyond its control.

Only the parts listed with the Heating Contract purchased by the customer are covered. Parts that are not listed will not be covered in whole or in part under the Heating Contract. Parts that are listed as "complete" (Example: Blower Complete) are covered in their entirety or any portion of the complete unit that is required to restore operation. Repairs that are required because of water damage, electrical damage, weather conditions, switches off, fuses blown, circuit breaker off/tripped, thermostat set incorrectly, etc. or someone other than Shellhorn & Hill, Inc. making repairs to the unit will not be covered under the Heating Contract and any repairs made by Shellhorn & Hill, Inc. will be charged at the prevailing rate provided the customer has approved the repair. Heating Contract customers who do not ensure that the Annual Inspection of the unit has been performed will be subject to charges at the prevailing rate for any service request that are necessitated by this lack of annual maintenance. It is the customer's responsibility to provide the technician with sufficient access to the heating equipment and oil storage tank to make necessary repairs. In the event that the technician does not have sufficient access the service visit may be terminated at the technicians discretion with a minimum service charge applied to the customer. At the technicians discretion he/she may move items to provide access or may wait for customer to move items but the time spent will be chargeable to the customer at the prevailing rate. Coverage under the Heating Contract is only in effect when the unit is operating to supply heat. Service requests outside of the heating season (October 15th to April 15th) may or may not be covered based on a case by case analysis by the company and the existing weather conditions.

Heating Contracts are self-renewing unless otherwise notified in writing thirty days in advance by either party. Notification to the customer will be to the address provided for billing and correspondence. Notification to Shellhorn & Hill, Inc. will be to P.O. Box 2569, Wilmington, DE 19805. The customer may also terminate the agreement within thirty days of renewal and receive a full credit provided no services have been rendered. Terminations of the contract by the customer after thirty days shall be subject to back charges if services rendered exceed the purchase price of the Heating Contract. Under no circumstance will a refund/credit be issued to the customer in whole or in part if the termination occurs more than thirty days after the renewal. In the event that Shellhorn & Hill, Inc. terminates the agreement a refund/credit will be issued for the prorated amount of months remaining on the Heating Contract at 1/12 per month.

Heating Contracts are terminated/breached if the customer does not use Shellhorn & Hill as its exclusive supplier for heating oil, fails to comply with credit terms, or fails to remain on automatic oil delivery any of these conditions would be a termination/breach by the customer. Customers using supplemental heat (Examples: wood stove, heat pump) cannot receive automatic delivery and this would be a termination/breach by the customer.

The intent of the Heating Contract is to provide the customer with insurance on repairs and though twenty-four hour service is provided the hours after 6:00 PM and prior to 7:00 AM are reserved for emergency repairs only. Service requests after 6:00 PM and before 7:00 AM may be chargeable at the prevailing labor rate if the repair is not an emergency. Emergencies are classified as **No Heat** in the entire structure - **No Hot Water** - **Excessive Oil Leak** - **Excessive Fumes** - **Excessive Smoke**. A small oil drip, water leak, faint smell of oil or fumes, noises, insufficient heat, etc. though they may be covered under the Heating Contract could be chargeable for labor if not contained to regular business hours of 7:00 AM to 6:00 PM Monday to Friday excluding Holidays.

Heating Contract coverage does not begin unless the heater is in good operating condition at the time of purchase of the contract and/or the contract has been in effect for a minimum of thirty-days in the heating season (the heating season is October 15th thru April 15th). Heating Contracts that are being reinstated after a lapse of thirty or more days will be subject to the same conditions of the unit being in good operating condition and a minimum of thirty days into the heating season.

Shellhorn & Hill, Inc. does not give either implied or expressed coverage or responsibility for oil leaks in underground oil storage tanks or on oil lines that are not visible. Shellhorn & Hill, Inc. further suggests that any customer with an underground oil storage tank that they replace the tank with either an above ground oil storage tank or a basement oil storage tank. Oil lines that run under concrete, dirt, or other floors should also be replaced with visible oil line.

Heating Contract coverage begins only when the customer is on automatic oil delivery, is in good credit standing with the company, the contract has been charged to the customers accounts, payment in full has been received by the company for the contract, and the heater is in both good operating condition and thirty days into the heating season have elapsed.

Platinum Heating Contract 4 Hour Maximum Response for Emergencies: Emergencies are classified as NO HEAT - NO HOT WATER - EXCESSIVE OIL LEAK - EXCESSIVE FUMES - EXCESSIVE SMOKE. It is the customer's responsibility to provide Shellhorn & Hill, Inc. access to the unit. In the event that ready access is not available the four-hour response time will commence with the earliest time of access provided by the customer. In the unlikely event that the company fails to respond within the four-hour time limit the customer will receive a \$75 credit on their account.

ANNUAL INSPECTION AND CLEANING - \$124.99

This service is recommended to be performed once per year to avoid any unnecessary failure of your heating system. The heating system will be inspected to detect any potential problems as well as to clean and lubricate the system to ensure efficient operation. The inspection price of \$124.99 is discounted from the fee charged to non-heating contract customers. This service must be performed between April 15th and October 15th in order to receive the discounted rate. The service includes the following:

- * Up to 1½ hours labor
- * Remove smoke pipe and vacuum out
- * Vacuum chimney base if applicable
- * Brush and vacuum baffles and tubes
- * Remove nozzle assembly and replace nozzle
- * Check safety devices for correct operation
- Fuel pump screen removed and cleaned or replaced
- Remove oil filter if applicable and replace element
- Inspect blower compartment for worn parts
- Clean burner fan and adjust air band
- Clean and adjust electrodes
- Perform and efficiency test

Nozzle, pump strainer, oil filter refill, and gaskets are covered under the \$124.99 fee. Any additional parts needed will be charged in accordance with heating contract coverage of the parts. Should the 1½ hour labor allowance be exceeded additional time will be charged at the prevailing rate in one-quarter hour increments.

24 HOUR EMERGENCY SERVICE

October 15 - April 15

PLATINUM HEATING CONTRACT

\$199.99

- Air Scoop
- Automatic Water Feeder
- Aquastat
- Aquastat Well
- Blower Complete
- Boiler Gauge
- CAD Cell Relay (all types)
- Circulator Complete (3 max.)
- Circulator Relay
- Combustion Chamber*
- Draft Regulator

- Duct Work
- Expansion Tank
- Expansion Tank Valve
- Extrol Tank
- Fan Limit
- Fan Control/Board *
- Flow Valve
- Heater Wiring
- Hot Water Coil*
- Hot Water Control
- Mixing Valve

- Oil Tank **
- Oil Lines *
- Oil Filter Refill
- Pressure Relief Valve
- Purging Valves
- Small Burner Parts***
- Smoke Pipe
- Tank Fill and Vent*
- Thermostat Standard
- Zone Valves (3 max.)*
- 4 Hour Emergency Resp.

* \$50.00 maximum allowance towards parts and labor provided Shellhorn & Hill, Inc. performs the repair.

** \$100.00 maximum allowance towards parts and labor provided Shellhorn & Hill, Inc. performs the repair.

*** Small burner parts are defined as cad cell, flanges, gaskets, screens, tubes, firing heads, burner wires, nozzles, etc.

Platinum Bonus: If for any reason the entire oil fired warm air furnace or oil fired hot water boiler is replaced by Shellhorn & Hill, Inc. during the term of this agreement a \$100.00 discount will be applied to our standard installation cost.

Platinum Heating Contract subject to CONDITIONS listed on this brochure.

24 HOUR EMERGENCY SERVICE

October 15 - April 15

GOLD HEATING CONTRACT

\$149.99

- Blower Complete
- Cad Cell Relay (all types)
- Draft Regulator
- Expansion Tank Valve

- Fan Limit
- Fan Control/Board*
- Heating Wiring
- Oil Filter Refill

- Small Burner Parts***
- Smoke Pipe
- Tank Fill and Vent*
- Thermostat Standard

* \$50.00 maximum allowance towards parts and labor provided Shellhorn & Hill, Inc. performs the repair.

*** Small burner parts are defined as cad cell, flanges, gaskets, screens, tubes, firing heads, burner wires, nozzles, etc.

Gold Heating Contract subject to CONDITIONS listed on this brochure.

24 HOUR EMERGENCY SERVICE

October 15 - April 15

SILVER HEATING CONTRACT

\$99.99

The Silver Heating Contract provides the customer access to twenty-four hour emergency service and the discounted rate for an Annual Inspection of \$124.99. Additionally, the customer will receive a 50% discount towards parts listed, provided Shellhorn & Hill, Inc. performs the repair.

Silver Heating Contract subject to CONDITIONS listed on this brochure.

Coverage from
8:00 am to 9:00 pm
May 1 - September 30

BRONZE DD AIR CONDITIONING CONTRACT

\$159.99

The Bronze DD Air Conditioning Contract provides the customer with a yearly A/C Check up. This Contract also covers up to two (2) hours of labor on Air Conditioning service requests during the cooling season.

Bronze DD Air Conditioning Contract subject to Heating Contract CONDITIONS listed on this brochure with the coverage time being 8:00 am to 9:00 pm, Monday to Friday, excluding holidays during the cooling season (May1st to September 30th).