Heating and Air Conditioning Contract

SHELLHORN & HILL, Inc.

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

BRONZE 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 or Air Conditioning 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 or Air Conditioning 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 the repairs to the unit will not be covered under the Heating Contract or Air Conditioning 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 and Air Conditioning 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 requests 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, oil tank, or air conditioning equipment 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 contract is only in effect when the unit is operating to supply cold air. Service requests outside of the cooling season (October 15th to April 15th) may or may not be covered based on a case by case analysis by the compa

Heating Contracts and Air Conditioning 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 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 Contract. Under no circumstances 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 Contract at 1/12 per month.

The intent of a Contract is to provide the customer with insurance on repairs during the hours of 8:00 am to 10:00 pm Monday to Friday, excluding holidays. Service requests outside of these hours will be subject to charges.

Contract coverage does not begin unless the unit 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 to the appropriate season. The heating season is October 15th to April 15th and the air conditioning season is May 1st to September 30th.

Shellhorn & Hill, Inc. does not give either implied or expressed coverage or responsibility for oil leaks in the 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 replaces 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 lines.

DD Heating Contract and DD Air Conditioning 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 account, payment in full has been received by the company for the contract, and the unit is in both good operating condition and thirty days into the appropriate season have elapsed.

DD Heating Contracts and DD Air Conditioning Contracts are terminated/breached if the customer does not use Shellhorn & Hill, Inc. 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.

WC Heating Contracts and WC Air Conditioning Contracts are not required to have automatic oil delivery and may call for deliveries as needed.

ANNUAL INSPECTION AND CLEANING - \$169.99

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 \$169.99 is discounted from the fee charged to non-heating contract customers. The service includes the following:

- * Up to two 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 \$169.99 fee. Any additional parts needed will be charged in accordance with heating contract coverage of the parts. Should the two-hour labor allowance be exceeded additional time will be charged at the prevailing rate in one-quarter hour increments.

CONTRACT FORM B-12

Coverage from 8:00 am to 10:00 pm October 15 - April 15

Automatic Water Feeder* Aquastat Blower Complete Cad Cell Relay (all types) Circulator Complete* Circulator Relay* Draft Regulator

BRONZE DD HEATING CONTRACT \$349.99

Expansion Tank* Expansion Tank Valve Extrol Tank* Fan Limit Fan Control/Board* Heating Wiring Hot Water Control* Mixing Valve* Oil Filter Refill Pressure Relief Valve Small Burner Parts*** Smoke Pipe Tank Fill and Vent* Thermostat Standard

\$75.00 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.

Bronze Heating Contract subject to CONDITIONS listed on this brochure.

Coverage from 8:00 am to 10:00 pm October 15 - April 15

BRONZE WC HEATING CONTRACT \$399.99

- Automatic Water Feeder*
- Aquastat
- Blower Complete
- Cad Cell Relay (all types)
- Circulator Complete*
- Circulator Relay*
- Draft Regulator

Expansion Tank* Expansion Tank Valve Extrol Tank* Fan Limit Fan Control/Board* Heating Wiring Hot Water Control* Mixing Valve* Oil Filter Refill Pressure Relief Valve Small Burner Parts*** Smoke Pipe Tank Fill and Vent* Thermostat Standard

* \$75.00 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.

Bronze Heating Contract subject to CONDITIONS listed on this brochure.

Coverage from 8:00 am to 10:00 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 the cost 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 10:00 pm, Monday to Friday, excluding holidays during the cooling season (May 1st to September 30th).

Coverage from 8:00 am to 10:00 pm May 1 - September 30

BRONZE WC AIR CONDITIONING CONTRACT \$199.99

The Bronze DD Air Conditioning Contract provides the customer with a yearly A/C check up. This Contract also covers the cost 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 10:00 pm, Monday to Friday, excluding holidays during the cooling season (May 1st to September 30th).