

Terms and Conditions (continued)

either party gives at least five days prior written notice of termination. A refund for a plan already renewed may be issued up to 30 days after the renewal date, provided no service has been performed as part of that renewal. No refunds will be issued after 30 days past the issue date or renewal date.

8. This agreement does not include (A) parts; (B) parts or labor required as a result of abnormal conditions such as water damage, fire, flood, freezing, hurricane, ice damage or other acts of God, power interruptions, insufficient fuel when account is not on automatic delivery or payments for propane are in arrears, or insufficient water; (C) general plumbing, piping or hot water coil, household wiring or commercial heating equipment; or (D) environmental damage arising out of any leakage from any propane gas lines, propane tanks or any other part of your propane system. The Company shall have no responsibility for consequential damage or loss. In no event shall the Company's liability exceed refund of the service plan payments received by the Company in the previous 12 months.
9. The Company shall not be held responsible for parts, materials or components that are discontinued or obsolete.
10. This agreement does not cover labor and parts associated with venting issues due to the buildup of ice or snow causing system performance issues.
11. Payment terms: Payment is due within the terms of the account being billed, not to exceed 30 days. If payment is not received within terms, contract is subject to cancellation and all work performed will be billed at the current parts and hourly labor rates.
12. This plan covers propane space heaters with a maximum BTU rate of 75,000.
13. This agreement does not include, and the customer shall be charged separately for, service required as a result of the customer's failure to replace fuses or thermostat batteries, reset circuit breakers, or set thermostats properly.

EASYCOMFORT

PROPANE SPACE HEATER PLAN

Your EasyComfort Propane Space Heater Plan provides an annual inspection and covers labor for most regular and emergency service that may be required.

Tune-up

Specific steps included in this annual maintenance:

1. Test all safety controls.
2. Check and adjust ignition system.
3. Clean flame sensor (for Rinnai propane space heaters).
4. Wire brush burner and check for cracks (for Empire propane space heaters).
5. Clean main burner orifice (for Empire propane space heaters).
6. Lubricate motors.
7. Seal air leaks around combustion chamber and venting.
8. Tune up and adjust propane burner for maximum efficiency and economy.
9. Inspect propane tank and regulators.
10. Perform safety inspection.

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Exclusions

- heat exchanger and combustion chamber
- power venters and vent dampers
- gas supply line upgrades due to tank relocation or addition of new appliances
- handling or removal of asbestos or equipment containing asbestos
- stainless/B-vent pipe

Water Heater Coverage Add-On

- Parts covered include aquastat, burner parts, controls, draft regulator, emergency switch, flue pipe (up to 7") and thermo-couple. The labor to repair all of these parts is also covered.
- Regular tune-up of burner is included.
- Parts not covered include water heater tank, water piping and power venters.

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1. The Company reserves the right to inspect and approve all equipment and systems to be covered. The agreement will only provide coverage for heating equipment and systems that are properly installed according to state codes. This agreement does not cover parts and labor associated with upgrading the equipment or system to meet newly established state codes.
2. Service calls after 5 p.m. weekdays, or on weekends or holidays, because of complete mechanical failure resulting in **no heat**, will be covered by this plan. All other service calls deemed necessary by the customer during this time frame will be billed at current labor rates.
3. Dead River Company's EasyComfort plan is available to persons who purchase their propane supply from us during the term of the plan. The agreement will automatically terminate without refund if the customer fails to have Dead River Company supply all of their propane, discontinues doing business with the Company or if anyone other than the Company renders service to the burner and equipment. This agreement is also terminable, without refund, upon notice to the customer by Dead River Company that payments on the customer's account(s) are delinquent.
4. This agreement covers one space heater in a system. There is an additional charge for each additional space heater in the system.
5. The Company reserves the right to determine whether to repair or replace equipment that has failed. When equipment is replaced, it is the Company's intention to use a comparable model. Replacement parts are subject to any manufacturer's warranty and any warranties implied by law. The Company makes no other express warranties regarding replacement parts.
6. The plan may be transferable upon the sale of property and may require a re-inspection with the new owner.
7. This agreement will remain in effect for one year from date of invoice and will automatically renew at the Company's prevailing rates at the time of renewal on a year-to-year basis unless