

Terms and Conditions

- These Terms and Conditions apply to any Dead River Company Service Plan (the “Plan”).
- Dead River Company (Company) reserves the right to inspect and approve any and all heating equipment and all components prior to acceptance into the Plan. The Company may reject any heating equipment for coverage under the Plan at its discretion. This agreement does not cover parts and labor associated with upgrading the heating system to meet established local, state and federal codes.
- Company reserves the right to amend or discontinue any Plan at any time at its sole discretion.
- Service calls after 5 p.m. on weekdays, or on weekends or holidays, because of complete mechanical failure resulting in no heat or no domestic hot water, will be covered by the Plan. All other service calls deemed necessary by the customer during this time frame will be billed at current labor rates, although qualifying parts may be covered by the Plan.
- Eligibility for the Plan requires purchasing your entire fuel supply from Company on an automatic delivery basis, during the term of the Plan. The Plan will automatically terminate without refund if you fail to have the Company supply all of your heating fuel, discontinue 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, if after providing prior notice, any of your payments on your account(s) with the Company are delinquent.
- The Company reserves the right to determine whether to repair or replace covered equipment/parts that have failed under normal operating conditions. When equipment/parts are replaced, it is the Company’s intention to use a comparable model. All other warranties are hereby disclaimed.
- Maintaining antifreeze to manufacturer’s specifications is done at the customer’s expense and is required or the Plan will be terminated.
- At the Company’s discretion, the plan may be transferable upon the sale of property and may require a re-inspection with the new owner.
- This agreement will remain in effect for one year from date of invoice and will automatically renew at the Company’s prevailing rates and terms at the time of renewal on a year-to-year basis unless either party gives at least 5 days prior written notice of termination. A refund for a plan already renewed may be issued up to 90 days after renewal date, provided no service has been performed as part of that renewal. No refunds will be issued after 90 days past the issue date or renewal date.
- Payment terms: Payment is due within the terms of the account being billed, not to exceed 30 days, unless budget payment arrangements have been made. If payment is not received within terms, contract is subject to cancellation and all work performed will be billed at current rates.
- Customers enrolled in the Plan may add TankSure Program coverage for an additional fee if they have above-ground fuel oil storage tanks with a capacity of 330 gallons or less and otherwise qualify. The TankSure Program provides tank testing service and the TankSure Program Limited Warranty. An ultrasonic tank test will be performed by our technician before your tank can be accepted for enrollment in the TankSure Program. While we cannot guarantee the prevention of a leak or other failure of your tank, we are providing this service with a goal that by testing and monitoring we can offer a long-term proactive tank replacement program for our customers. We recommend that an annual test of your fuel tank be performed. TankSure will pay up to \$1,800 toward the replacement of your tank in accordance with the terms of the TankSure Program Limited

Warranty. Please refer to the TankSure terms and conditions for further conditions and limitations of the program.

What is covered:

- Tune-up (parts & labor) at intervals recommended by the manufacturer but not less than once every two years.
- Maintenance, repair and replacement of most heating components for oil and propane gas heating systems, propane space heaters, and oil or propane fired standalone water heaters. A complete list of covered parts is available at your local office or can be found at www.deedriver.com.
- The Plan covers a single heating unit:
 - heating oil boiler or furnace with a maximum firing rate of 2.0 gallons/hour
 - or one propane gas boiler or furnace with a maximum input of 200,000 BTUs
 - or one propane space heater with a maximum input of 75,000 BTUs
 - or one direct fired, standalone water heating appliance with a maximum input of 200,000 BTUs
- Additional heating appliances require separate plans for coverage.

What is not covered:

- Combination solid fuels/oil or solid fuels/propane units, natural gas units, and wood or coal add-on units are not eligible for participation in these plans at any time.
- Roof-top units.
- Parts or labor required as a result of abnormal conditions, such as water damage, ice damage, fire, flood, freezing, lightning strikes or other acts of God, power interruptions, insufficient fuel when account is not on automatic delivery or payments for fuel are in arrears, or insufficient water.
- General plumbing, piping or hot water coil, domestic hot water expansion tank, household wiring.
- Fuel tanks and lines—specifically:
 - Fuel oil storage tanks and ancillary components, whether located above or below ground are not covered by this plan.
 - The repair or replacement of any fuel oil line or lines between your oil storage tank and your oil burner or fuel pump.
 - Fuel flow problems as a result of water and/or frozen fuel filters and lines.
- Correcting propane flow problems related to the outside storage of propane, improper line sizing, or venting issues due to the buildup of ice or snow causing system performance issues.
- Distribution systems, radiant heat tubing, piping, baseboard, radiators, ductwork and zone dampers.
- Plastic type constructed pipe such as PVC or similar, as a component of any heating system or domestic hot water piping.
- Specialty controls which are controls not required to operate the unit.
- Humidifiers, electronic air cleaners, air conditioning equipment and A/C coils.

- Blower housing and wheel. (NOTE: covered under Presidential Service Plan.)
- Heat exchanger and combustion chamber. (NOTE: covered under Presidential Service Plan.)
- Boiler sections and combustion chamber. (NOTE: covered under Presidential Service Plan.)
- Indirect-fired water heaters. (NOTE: covered under Presidential Service Plan.)
- Separate direct fired, standalone water heating tanks.
- Steam system components, such as water feeders, low water cutoffs, steam traps, condensate pumps, etc.
- Programmable/setback thermostats.
- Cleaning or replacement of tankless coils and gaskets.
- Handling or removal of asbestos or equipment containing asbestos.
- Chimney, power venters and draft inducers.
- Service required as a result of the customer's failure to: replace fuses or thermostat batteries, reset circuit breakers, set or program thermostats properly, or turn on the emergency switch.

The Company shall have no responsibility for:

- Damage, including environmental, arising out of any leakage from any propane gas lines, propane tanks or any other part of your propane system.
- Damage, including environmental, arising out of any leakage or spillage from any oil lines, oil tanks or any other part of a heating system.
- Consequential damage or loss of any kind; any harm from work not performed by the Company; any damage caused by burner or equipment failure; unavoidable delays; abuse or neglect; or any harm from causes beyond the Company's control. In no event shall the Company's liability exceed refund of the service plan payments received by the Company in the previous 12 months.
- Parts, materials or components which are discontinued or obsolete.
- Water leaks and/or piping defects in floors, ceilings and side walls that affect the operation of your heating system and/or cause system damage. You are responsible for providing us with access to all concealed or hidden components of the heating system, and for any and all repairs or replacements that arise out of our need to have access to the components, including, for example, walls, partitions, floors, ceilings, chimneys, entryways, and the like.
- Any heating system that has been maintained, serviced, or had modifications, additions, or any change of any component other than as provided by the Company after the time of the initial inspection of the heating system by the Company. Only heating systems that have been maintained solely by the Company and are a part of the heating system as initially approved by the Company are covered.
- Repairs, upgrades, maintenance or replacements or substitutions to your heating system required by any change in applicable law, rule or regulation.
- Any intentional tampering or misuse of equipment or system parts is not covered by the plan.