



HARVEY'S OIL LIMITED

P.O. Box 5787, St. John's, NL A1C 5X3
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FURNACE FREEDOM® YELLOW SERVICE CONTRACT WARM AIR FURNACE

Made this 04/01/12
Between
HARVEY'S OIL LIMITED
(hereinafter referred to as the "Company")

Account No:
(Hereinafter referred to as the "Customer")

Upon payment by the Customer to the Company the sum of \$ 236.76 plus applicable taxes, the Company undertakes to repair, or replace if it cannot be repaired, your complete oil-fired furnace and/or any of the parts enumerated herein, at the address shown above, that may be defective, subject to the terms and conditions herein contained. All labour, materials and applicable taxes to replace your furnace are included in this contract.

This Agreement covers the parts of the Customer's oil fired furnace, and the labor to replace these parts (excluding the fuel oil tank):

- | | | |
|---------------------------------|----------------------------|------------------------------------|
| 1. Standard Thermostats | 17. Fill Cap | 33. Combustion Chamber |
| 2. Fan Limit Control | 18. Vent Cap | 34. Heat Exchanger |
| 3. Blast Tube | 19. Oil Filter | 35. Fuel Oil Tank Above Ground: |
| 4. End Cone | 20. Oil Filter Cartridge | The Company shall contribute |
| 5. Cadmium Cell | 21. Ignition Transformer | \$350.00 toward the customer's |
| 6. Cadmium Cell Socket | 22. Burner Nozzle | total cost to replace the fuel oil |
| 7. Protector Relay | 23. Burner Assembly | tank (should it develop a leak |
| 8. Forced Air Fan | 24. Burner Housing | occasioned by normal wear and |
| 9. Fan Motor | 25. Burner Motor | tear) providing that the |
| 10. Fan Belt | 26. Burner Fan | replacement tank is supplied and |
| 11. Ignition Assembly | 27. Burner Air Gate | installed by the Company. |
| 12. Tank Whistle (Above Ground) | 28. Pump to Motor Coupling | This includes degassing and |
| 13. Tank Gauge (Above Ground) | 29. Fuel Pump | disposal of old tank up to 1137 |
| 14. Exposed Oil Lines | 30. Draft Regulator | litres (250 gals.) |
| 15. Fill Pipe | 31. Stove Pipe | |
| 16. Vent Pipe | 32. Stove Pipe Fittings | |

TERMS AND CONDITIONS

- 1 This Furnace Freedom Service Contract covers total repair or replacement of your oil fired furnace or parts, and labor to replace these parts, which must be replaced in the normal use of the equipment, that is to say, which is occasioned by ordinary wear and tear. Parts or equipment needing replacement because of fire, flood, explosion or an Act of God or other causes are not covered. The following items are not covered: blown fuses; broken thermostat wire; frozen or waxing outside oil lines; any calls resulting from low voltage or power failure; product lost due to equipment failure; property damage due to loss of oil; out of oil; the repair, replacement or any change required in the heating distribution duct system; and equipment/parts that need to be repaired or replaced because of legislated regulations. Under this policy a combination oil/wood burning furnace will be replaced by an oil-burning unit only.
2. This Service Contract covers furnaces and any replacement furnaces to a maximum BTU rating of 150,000.
3. The Company shall be the sole judge of whether new or rebuilt parts shall be used, or whether it is necessary to replace any part to ensure proper and safe operation of the Customer's furnace.
4. This agreement is subject to the Company's inspection and approval of the Customer's furnace and other heating equipment. The Company is not obliged to perform its obligations in respect of this Contract until a Customer's equipment meets the Company's minimum standards, in the first instance. Approval of the furnace and other heating equipment is valid for 15 days after date of inspection.
5. **This Contract is contingent upon the exclusive use of fuel oil supplied by the Company.** From time to time minimum annual volume requirements may be set. Termination of this contract for any reason will be subject to a \$25.00 processing fee and any refund will be reduced by the number of days elapsed in the contract in addition to the cost of any service work performed during the time that the contract was in effect.
6. This Service Contract entitles you to one Preventative Maintenance Tune-up for every 4,000 litres of heating fuel used, to a maximum of one Tune-up per year. This maintenance shall be scheduled upon receiving a request from the customer.
7. The Customer shall advise the Company at all times of undue noise, odors or unusual operation of the equipment. The immediate reporting of trouble will lessen subsequent costs and inconvenience.
8. The Company assumes no liability for secondary or consequential damages resulting from failure to perform its obligations as stated in this Contract. Nor is the Company liable for any failure to execute the aforesaid obligations for reasons beyond its control, including without limitation, fire, war, flood, explosion, strike, accident, labour disturbance, acts of God or the Queen's enemies or governmental authority.
9. This Contract is in effect until March 31st and will be renewed automatically on April 1st of each year and will continue until cancelled by either party in writing. Non-payment of this contract within 60 days (Excluding Budget Customers) will result in termination.

(Signed)

HARVEY'S OIL LIMITED

04/14