

3. 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.
4. 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 \$50.00 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.

5. 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.

6. The Customer shall advise the Company at all times of undue noise, odours or unusual operation of the equipment. The immediate reporting of trouble will lessen subsequent costs and inconvenience.

7. 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.

8. 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. Nonpayment of this contract within 60 days (Excluding Budget Customers) will result in termination.

(Signed) HARVEY'S OIL LIMITED

04/19