

## GENERAL CONDITIONS

This agreement is offered subject to inspection and approval of equipment . any repairs required to place equipment in acceptable condition are excluded and will be charged separately.

These agreements do not include the cost of labor or materials for repair and or replacement resulting from wars, floods, lightning , earthquakes, storms, fire, smoke, electrical failures, strikes, roots, freeze-ups, government regulations, force majeure and/or acts of God.

Accurate shall not be liable for loss, damage or injury caused by failure or delay in performing the services outlined herein. it is the customer's responsibility to shut off the oil burner and notify immediately in there is an operational problem.

The following are excluded:

Repair or replacement of defects in hot or cold water pipes , heating system piping, radiators baseboard convectors, boiler, furnace, domestic relief valve ,electric wiring , oil feed and return lines, flue pipes , electric and manual clock thermostats , tork clocks, low water cut off , automatic water feeder for steam system, water tempering valves , domestic water oils, water tanks ,valves, vents, humidifier plates, air filters , blowers and or blower assembly, combustible chambers, discontinued or obsolete parts, special control systems, rewiring , alterations , installing of parts not presently in the systems. also damage caused by an insufficient supply of water, by manual or automatic water feeder failure or due to the failure of a low water cut off.

This agreement does not cover service rendered as a result of customer failure to replace a fuse, reset circuit breaker, set thermostat properly , turn on emergency switch, open fuel valve ,bleed air, add water when needed to steam systems, oil all motors and circulator pumps, replace air filters and drain expansion tank . Further, this agreement does not cover water leaks on any plumbing parts or piping . Service required or damage resulting from power failures , the running out oil and operation of an attic fan is not covered (Note: Simultaneous operation of an attic fan and oil burner can cause oil burner to malfunction.)

Accurate will use its the best efforts to effect prompt performance of the service covered herein, but it shall have no liability for any delays of the consequences thereof . Accurate obligations and liability hereunder in respect to the manner in which this agreement is performed shall in all events be limited to the correction of the condition on which the service calls is based . Accurate shall incur no liability whatsoever for any soot, smoke , fire, water or freeze up damages to owner's property as a result of the services rendered.

This is a comprehensive service and parts agreement, not a guarantee. there are no promises, representations , expressed or implied other than those herein. Said agreement may be cancelled by either party on thirty (30) days written notice. In the event of cancellation by the customer, no refund will be allowed on any unused portion of this agreement. Accurate reserves the right to inspect all heating systems before acceptance of said agreement without liability against either party. However the customer shall have the right to transfer this agreement to any new owner of the heating systems covered herein. This agreement shall automatically renew itself. Prices and conditions subject to change without notice at time of renewal.

All services must be performed by Accurate representatives. During evening hours , Saturday and Sunday and holidays only EMERGENCY service will be rendered.

Accurate and customer agree that there are no promises, terms, conditions, or obligations not herein written which are a part of this agreement . This plan supersedes all prior service plans.

Accurate shall have the right to discontinue this contract if customer fails to comply with Accurate payment terms set forth in this contract . If Accurate exercises this right, Accurate shall not be liable for any damages , including consequential and accidental damages , due to loss of heat , frozen pipes, or in situations where Accurate could not get to home in time of extreme weather conditions, Accurate reserves the right to respond to home within 24 hour period. If customer fails to comply with accurate payments terms set forth in this contract , and accurate does not exercise its right under this paragraph , Accurate's failure to exercise its right shall not constitute a waiver of its right under this paragraph.