

# ARLEX

## OIL CORPORATION

275 MASS. AVE. LEXINGTON, MA 02420 781-862-3400

### OILHEAT SERVICE PLAN

ARLEX's Oilheat Service Plan will address your heating system needs and will keep you warm and safe during the heating season.

#### ANNUAL SERVICE

Once each year, ARLEX will tune-up your heating system as follows:

- Inspection, cleaning and adjustment of the head assembly, burner fan and motor, ignition system, burner controls, oil strainers and filter, combustion chamber, and nozzles.
- Lubrication of burner motor, blower motor and fan bearings, and circulator bearings and motor.
- Cleaning of boiler or furnace, flue pipe and chimney base (if accessible), when necessary for burner efficiency.
- Operational check-out of oil burner and controls for proper and efficient functioning.

#### PARTS COVERAGE

In addition, ARLEX will repair or replace the following parts at no additional charge when due to normal heating use.

Burner Motor  
Transformer  
Fuel pump  
Fuel pump strainer  
Burner couplings  
Primary control  
Burner fan  
Nozzle  
Nozzle Adapter  
Cad cell eye  
Oil solenoid valve  
Combustion chamber  
(if separable)

Electrode wires  
Blower motor (max 1/3 hp)  
Fan belt  
Fan/limit control  
Blower pulley  
Pressuretrol  
Aquastat (Single Only)  
Thermostat (standard)  
Toggle switches  
Oil filter cartridge  
Oil tank gauge

### OILHEAT SERVICE PLAN TERMS AND CONDITIONS

Please read this contract carefully. It contains important provisions affecting your rights.

If you do not understand any part of this contract, please ask questions and get the answers you need.

#### 1. Conditions of Coverage

ARLEX OIL CORPORATION ("ARLEX") reserves the right to reject this contract if, upon inspection by the service department, ARLEX finds that any portion of the heating system is not in proper working order or unsuitable for servicing. ARLEX may make such inspection at any time up to and including the time of the first service call. CUSTOMER agrees to purchase all fuel oil requirements from ARLEX. This contract cancels and supersedes all prior contracts between ARLEX and CUSTOMER for service. Subject to ARLEX's right to reject this contract, the effective date of this contract will be the date of receipt and execution by ARLEX; provided, however, that ARLEX and CUSTOMER may modify the effective date by agreement.

#### 2. Parts and Service

Only those parts indicated on the Parts Coverage list above are provided under this contract. This contract does not cover the cost of labor or materials for work performed on the following parts and equipment: flue pipes; underground and outside oil tanks; heating plant and hot water equipment and accessories; humidifier or humidifier parts; entire circulators; lower fan-bearing shaft and belt; air filters; oil transfer pumps; draft regulators; draft inducers; circulator bracket assembly; circulator couplings; zone valves; low boiler water level or filler system; miscellaneous electrical wiring; manual reset controls; fuses; circuit breakers; tankless or indirect water heater coils; condensate pumps; electronic air cleaners; low water cut-offs; bearing assembly; radiator valves; steam pipes; or parts for obsolete burners.

Services covered by this contract include the Annual Service described above in this contract and the labor required for the repair or replacement of listed parts. This contract does not cover the following services: repairs to the boiler or furnace; any service with respect to air, steam or water distribution; replacement of expansion tank; replacement of complete oil burner; or replacement of entire circulator or blower. Service provided under this contract will be conducted during normal business hours (7:30 a.m. to 4:30 p.m.), except for emergencies. Non-emergency work performed after normal business hours will be charged at ARLEX's current overtime rate. Service for the repair or replacement of non-listed parts is excluded under this contract and will be charged at ARLEX's current rates.

#### 3. Customer's Responsibilities

Before calling for service, CUSTOMER will be responsible to make sure that all switches are "on," that the thermostat setting is above room temperature, that no fuses are blown, and that water is at proper level in the steam boiler. Service calls made to correct these conditions are not covered by this contract.

At the time of inspection, the low water cut-off control will be flushed if it is equipped with a flushing device. This control should be flushed by CUSTOMER to prevent sediment build-up interfering with safe and proper operation. ARLEX assumes no liability for the malfunction or failure of this device.

Air filters on warm air systems should be replaced by the CUSTOMER at the beginning of each heating season and thereafter as necessary.

The CUSTOMER certifies that a permit for the use and storage of fuel oil is posted on the premises.

#### 4. Qualifying Facilities

The Oilheat Service Plan is limited to facilities having one heating zone and the following maximum capacities: 600 square feet steam; 1000 square feet hot water; 200,000 BTU's warm air heating systems. Quotes are available for other facilities.

#### 5. Fuel Tank and Oil Lines

CUSTOMER shall be responsible for the condition and maintenance of the fuel tank, oil lines and piping. ARLEX assumes no liability whatsoever for the fuel tank, oil lines or piping. This contract does not provide any coverage for or against tank or line leakage or any damages to persons or property resulting from tank or line leakage. This contract does not cover any installation, clean-up, removal, remedial or other cost of compliance with any environmental or other laws, rules or regulations.

#### 6. ENVIRONMENTAL LIABILITY DISCLAIMER - READ CAREFULLY

ARLEX WILL NOT BE RESPONSIBLE FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF OIL, ANY PETROLEUM SUBSTANCE OR DERIVATIVE, OR ANY POLLUTANT, CHEMICAL OR SUBSTANCE INTO OR UPON THE CUSTOMER'S PROPERTY, SURROUNDING PROPERTIES, THE ATMOSPHERE, THE SOIL, ANY WATER COURSE OR BODY OF WATER, OR THE ENVIRONMENT, UNLESS CAUSED BY THE NEGLIGENCE OF ARLEX.

#### 7. LIMITATION AND DISCLAIMER OF LIABILITY - READ CAREFULLY

EXCEPT AS INDICATED ABOVE, ARLEX WILL NOT BE RESPONSIBLE FOR ANY SECONDARY OR CONSEQUENTIAL LOSS OR DAMAGES DUE TO OR RESULTING FROM THE FAILURE OF ANY HEATING SYSTEM PART, VACANT OR UNATTENDED PREMISES, CHANGES IN OIL CONSUMPTION, DELAYS OR FAILURE TO RENDER SERVICE, OR DAMAGES CAUSED BY ACTS OF GOD, STRIKES, MATERIAL OR LABOR SHORTAGES, FIRE, FLOOD, ACCIDENTS, ABUSE OR MISUSE OF THE EQUIPMENT, OR OTHER CONDITIONS NOT WITHIN ARLEX'S CONTROL. ARLEX'S LIABILITY IS LIMITED TO THE REASONABLE VALUE OF THE SERVICE AND PARTS OFFERED BY THIS CONTRACT AND IN NO CASE SHALL EXCEED \$1,000.00. ARLEX'S SOLE LIABILITY IN THE EVENT OF A FAILURE TO PERFORM WILL BE THE REASONABLE COSTS OF THE SERVICE AND PARTS SPECIFIED UNDER THIS CONTRACT NOT TO EXCEED \$1,000.00. ARLEX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTY IS MADE AS TO THE ABILITY OF THE HEATING SYSTEM TO SUPPLY HEAT OR HOT WATER REQUIRED BY THE CUSTOMER.

#### 8. Termination

ARLEX reserves the right to terminate this contract without notice if the CUSTOMER does any of the following:

(a) obtains fuel from any other source; (b) permits any person other than an employee or authorized representative of ARLEX to service the CUSTOMER's equipment; (c) fails to maintain an acceptable credit rating with ARLEX or is otherwise in arrears on any bill for oil or service due ARLEX; (d) fails to purchase all fuel oil requirements on the automatic delivery system provided by ARLEX; (e) abuses or neglects the heating system; and (f) fails to provide and maintain suitable storage with outside connections and unimpaired access thereto by oil delivery truck at all times. If this contract is terminated for any of these reasons, CUSTOMER will pay ARLEX's standard rates for service and parts for all services rendered during the term of this contract. In the event of termination, no refunds will be made on any fractions of a year for any unused portions of the contract. Any notice by CUSTOMER to cancel this contract will be void unless such notice is in writing addressed to ARLEX and mailed by certified mail, return receipt requested, in which case, said notice will be effective five days after receipt by ARLEX. Until such time, CUSTOMER will remain liable to ARLEX for all oil delivered and all services rendered.

#### 9. Renewal and Assignment

This contract will remain in force for one year from effective date and will be self-renewing at ARLEX's prevailing rates. This agreement may be terminated as described in the above paragraph. CUSTOMER agrees that renewal is subject to price change and changes in coverage, and CUSTOMER agrees to pay ARLEX's prevailing rates at the time of renewal.

#### 10. No Verbal Agreements

ARLEX and CUSTOMER agree that there are no promises, terms, conditions or obligations between them that are not already contained in this contract. Statements made by ARLEX's representative that are not contained in this contract have not been relied upon by CUSTOMER and are not a part of this contract.

READ AND ACCEPTED BY:

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
Date

\_\_\_\_\_  
ARLEX OIL CORPORATION

\_\_\_\_\_  
Date