

Residential Service Plans

Gold Plus® • WatchGuard® Ultra • WatchGuard®

as of November 1, 2009

When you have a Westmore service plan you can rest assured you've made a great choice. Each plan includes an annual energy efficiency tune-up of your system to keep it running at peak performance and 24/7 service support. Plus, if you choose the Gold Plus or WatchGuard Ultra Plan, you also receive parts and labor for many repairs at no extra cost. It's the smart way to ensure guaranteed home comfort, more energy savings, and greater peace of mind.

plan choice

Be protected with the level of coverage that's right for you.

At Westmore Fuel we offer three plans for you to choose from. So, if your coverage needs change from one year to the next, you can simply upgrade to the plan that best meets your new service needs. We also offer extra coverage for your oil-fired water heater.

smart savings

Receive an annual energy efficiency tune-up of your heating system.

Each of our service plans includes an annual preventive maintenance visit. This complete system inspection and energy efficiency tune-up ensures your unit is always running safely, reliably, and efficiently. That means you'll have:

- Lower energy bills — Save up to 10% on your heating costs!
- Fewer costly repairs — We'll catch small problems before they turn into expensive breakdowns.
- Longer system life — It's a great way to protect the investment you have in your heating system.

repair protection

Save on parts and labor you need during the plan year.

All of our service plans include repair protection. That means many or all of the parts and labor you need, will be covered in full!

Gold Plus: This plan covers all the major components of your heating system, including over \$5000 in parts!

WatchGuard Ultra: This plan covers over \$3000 in common parts and the labor needed for those repairs.

WatchGuard: This plan covers the labor needed for many common repairs.

For a detailed list of the parts and service included with each plan refer to our Residential Service Plan Brochure.

24/7 peace of mind

Heating emergency service from a name you can trust.

No matter which plan you choose, you can count on us to be there for you any time of the day or night!

- 24/7 telephone support — A Westmore representative is always available to help you.
- 24/7 on-site emergency service — Our own licensed, professional technicians are on call around the clock.
- No after-hours emergency fee — You won't incur any extra charges just because your emergency is "after hours".
- Satisfaction guaranteed — It's smart protection for your family's home comfort.

See reverse side for service plan terms and conditions

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CT STATE CONTRACTOR'S LICENSE #308868 • HOD #44

Service Plan Terms & Conditions

GENERAL TERMS

Oil Burner **Emergency** Service is defined as "No Heat", "No Hot Water", "Smoke in Home" or "Severe Oil Leak". All other calls are considered **Non-Emergency** calls, to be scheduled during normal business hours. **Emergency service calls as specified above performed after 4:30pm weekdays, on weekends, or on holidays incur no extra fees due to after-hours scheduling and include all the parts and labor savings benefits as outlined in your plan.**

Non-Emergency service calls performed after 4:30pm weekdays, on weekends, or on holidays will be charged a flat fee of \$95.00 and MAY BE SUBJECT TO FULL CHARGES for all parts and labor performed during the Non-Emergency after-hours call.

The word "Burner" includes only such part or portion of the oil heating unit used in the igniting and burning of fuel oil.

The low water cut-off of a steam system is tested when the burner is inspected. We recommend that this control be flushed periodically but assume no responsibility for its operation.

Westmore Fuel Co., Inc. will use its best efforts to deliver prompt and proper performances of the services covered in this agreement. However, Westmore Fuel's liability arising out of services rendered or parts supplied for any reason shall not exceed the cost of correcting any defective condition.

Payment for all service plans is due Net 10 days from invoice (unless on a budget plan). Service plans may be terminated by Westmore if the plan is not paid within terms. Upon termination, any outstanding service call(s) will be billed on a "time & material" basis.

All service plans are exclusively limited to Westmore Fuel customers on automatic delivery who consume a minimum of 500 gallons annually.

All heating equipment is subject to a pre-inspection approval by a Westmore Fuel technician prior to the initiation or during the term of any contract. If the system is not acceptable for plan coverage, the homeowner will be notified. The plan will be terminated and any service provided will be on a "time & material" basis.

We offer to provide the oil burner services as described. Service Plans will automatically be renewed unless cancelled in writing. The renewal charge will be at the rate in effect at the time of renewal. We do not offer our service plans on a prorated basis. We will not issue any refund on any part of the cost of your plan after it has been in effect for 90 days or if we have provided any parts or labor while your plan was in effect. No credit will be issued for unused services under any plan, nor will we carry over this right to any subsequent year. In the event of a home sale, the plan will be transferred to the new owner provided the plan is paid in full at the time of closing and the new owner continues fuel purchases from Westmore Fuel.

WATCHGUARD

Repair or replacement of parts highlighted by blue dots in our Residential Service Plan Brochure is covered for labor only.

WATCHGUARD ULTRA

Extends only for those parts listed under "parts and labor coverage" color coded blue in our Residential Service Plan Brochure.

GOLD PLUS

Extends only for those parts listed under "parts and labor coverage" color coded blue and red in our Residential Service Plan Brochure. Plumbing under the Gold Plus is to be performed during normal business hours only.

OIL-FIRED WATER HEATER

Oil-fired domestic hot water heaters may be included under a service plan for an additional fee, including parts and labor. This coverage does not include vacuum service.

EQUIPMENT COVERED UNDER WARRANTY

Equipment covered under the original manufacturer's warranty will receive a firing test in place of the normal preventive maintenance call for the first year of coverage. Subsequent years will receive an inspection and cleaning as needed.

ANNUAL TUNE-UP SCHEDULING

As a convenience, Westmore Fuel will attempt to contact customers to schedule their annual service visit. It is, however, ultimately the customer's responsibility to schedule annual service, as there are no carry-overs or rebates. **This plan covers one tune-up per year only, per unit.** You may call to schedule appointments weekdays between the hours of 8am and 4:30pm or email us at Tuneups@westmorefuel.com.

EXCLUSIONS TO SERVICE PLAN COVERAGE

- Labor and materials for replacement or repair of any parts not listed under "parts and labor coverage" in our Residential Service Plan Brochure.
- Filters, nozzles, pumps, or labor due to abnormally dirty oil tanks.
- Remediation of oil, water, soot damage, or asbestos removal.
- Damages caused by homeowner negligence.
- Air conditioning or combination heating/air conditioning equipment.
- Non-Emergency calls after normal office hours (M-F 8am-4:30pm), on weekends, or on holidays.
- Damages caused by fire, flood, or acts of nature/God.
- Any liability for the condition and maintenance of fuel tank or oil lines.
- Parts and labor required to restart burner due to lack of fuel caused by non-payment or foreign material/water in the fuel tank.
- Incidental damages (flooding, smoke, freeze-up, etc.) caused by failure to provide service due to conditions beyond Westmore Fuel's control.
- Replacement or repair of water vessels, heat exchangers, or complete oil burner assemblies.
- Service not performed by Westmore Fuel.
- Heating equipment that does not use Westmore Fuel high-performance blended fuel products.
- Service requirements beyond State Occupational Licensing laws or local building and fire regulations.
- Service of obsolete equipment (where no parts are available).
- Heating equipment used for other than residential heating.
- Damages to unoccupied homes. Repairs will be limited to failed component.

OTHER NOTES & CLARIFICATIONS

You will be billed a minimum of one hour labor if we find the following conditions upon arrival at your home: nobody home/no access, oil burner switch off, blown fuse/breaker, no power in house.

Service calls placed during normal office hours requesting after-hours service will be chargeable at prevailing rates, regardless of service plan.

Work performed that is not covered by any plan will be billed at prevailing rates, i.e. straight time, time and a half, or double time.

Labor charges start from the time of dispatch to the time of completion.

WATCHGUARD & WATCHGUARD ULTRA PLAN EXCLUSIONS

R8182 Triple Aquastat, air conditioning controls, such as R8184M, cooling motors and coils, water tanks, hot water coils, hot and cold water mixing valves, auxiliary lift pump, power ventors, draft inducer fans, repair of oil lines from tank to burner, hot water or heating systems, heat exchangers, combustion chamber, blowers, duct work, humidifiers, air filters, regulator valve, low water cut-off, bronze hot water circulator and humidifier(s).

This plan also excludes labor and material for cleaning and conditioning the boiler water, draining of expansion tanks, venting of radiators or anything considered plumbing. All oil tank-related service, chemical treatment, water removal, frozen tanks, frozen oil lines, oil leakage, or remediation is not covered.

PRE-EXISTING CONDITIONS

Initiation of a new plan requires that there be no pre-existing conditions hindering the proper operation of the heating unit. Any pre-existing problematic conditions must be remedied prior to the initiation of the new contract and will be done so on a "time & material" basis at prevailing rates.

LABOR RATES

Oil Burner Rate: \$119.00 per hour

Plumbing Rate: \$144.50 per hour

Minimum Labor Charge: One hour