

General Conditions & Exclusions



Availability: These plans are available only to residential, "Automatic Delivery" customers who use more than 500 gallons of oil per year and are not delinquent with any bills, including the price of the plan.

Inspection and Approval: Wilcox Fuel, Inc. reserves the right to inspect and approve the heating system before coverage is issued. Any repairs required to bring the system to acceptable conditions will be charged at prevailing rates.

Renewal and Cancellations: This plan shall be in effect for 12 months and will be renewed at prevailing rates on the anniversary date of each year. The customer must notify the company in writing 30 days prior to the contract anniversary date to terminate such contract. The plan will be terminated if the customer purchases oil or service from anywhere other than Wilcox Fuel, Inc. No refund will be issued after 30 days or if parts or services have been provided since the issuance.

Exclusions:

- A) Upgrading of systems or work on hot water or cold water piping (plumbing).
- B) Replacement of heat exchangers, cracked boilers, domestic hot water coils, gaskets, domestic water storage tanks, oil tanks and complete mixing valves for domestic hot water.
- C) Hydronic systems that contain antifreeze and/or corrosion to equipment, parts, valves, piping, etc., caused by antifreeze in the system, is excluded from coverage. Replacement of these items will be billed at prevailing rates for material and labor.
- D) Purging of air from system, venting radiators, etc. is only covered by the Hydronic Service Plan.
- E) Concealed or buried parts, pipes, wiring or underground oil lines must be made accessible before repairs are made.
- F) Discontinued or obsolete parts that cannot be replaced with available parts.

- G) Blower motors during air conditioning season.
- H) Programmable thermostats.
- I) Damage or repair due to water, floods, fire, freezing, storms, power outage, strikes, embargos, insufficient fuel due to credit holds, vandalism or any other causes beyond Wilcox Fuel, Inc.'s control.
- J) These plans do not include service required as a result of the customer's failure to replace fuse, reset circuit breaker, set thermostat properly, turn on emergency switch and no oil (except customers on automatic delivery). Labor and parts for these items will be billed at our prevailing rates. These Service Plans do not include labor or materials to repair or replace frozen oil lines, heat frozen water pipes, or unoccupied or unattended properties.
- K) These Service Plans do not include material or labor to repair power vent systems, direct vent systems or air handlers. Labor and parts for these items will be billed at our prevailing rates. Annual Tune-Up: These plans include the annual tune-up, done only during normal business hours. While Wilcox Fuel, Inc. will make every attempt to schedule this appointment it is the responsibility of the homeowner to ensure this tune-up is performed. There will be no credit issued for missed annual tune-up.

Scope of Agreement:

- A) Any promises, terms, conditions or obligations not here in writing, are not part of this agreement. Wilcox Fuel, Inc. does not have responsibility for consequential damage or injury.
- B) These Service Plans do not include any asbestos abatement, removal, or any pollution clean-up or remediation, plumbing work, chimney failures, soot damage, puff backs, or any consequential damage.
- C) The customer is responsible for safe access to driveway, heating equipment, and utility area. Work areas must be safe and sanitary for work personnel. Company reserves the right to refuse to work in unsafe or unsanitary conditions.