

General Conditions and Exclusions

1. The term of the Plan is for a one (1) year period and will renew automatically each year unless terminated by either the customer or Company. No credit will be issued if the Plan is canceled before the expiration date. The customer agrees to purchase their entire Propane fuel requirements from J.J. Sullivan Inc. and remain an active account with automatic delivery status. Customer will be responsible to contact J.J. Sullivan to schedule preventive maintenance at mutually convenient time.

2. Repairs or services not covered by the Plan will be performed and charged to the customer at prevailing rates and/or as described by the plan and services purchased. Service contract coverage is specific to the main heating equipment in the house and doesn't offer discounted service or parts on hearth, cooking, generators, or pool equipment.

3. The Service Plan does not cover labor or materials to repair damage to the heating system or residence caused by the customer's neglect, including, but not limited to insufficient water for boiler, blown fuses or other failure of electrical system, improper thermostat settings or faulty thermostat, having heating system switches in the "OFF" position, debris buildup in the air or venting systems, and other causes related to the improper operation or maintenance of the heating system by the customer.

Damage, repairs, or replacement of parts or components caused by Acts of God, fire, flood, freezing, storm or weather conditions, power loss or surges, and water damage.

4. The Company will provide service as soon as practical, during regular business hours under normal conditions or on an emergency basis, if necessary. The Company will not be liable for any damages arising from a delay or failure to provide service due to conditions beyond its control such as Acts of God, labor disturbances or strikes, unavailability of mechanics or parts, failure or interruption of customer's electricity, inaccessibility of the heating system, storms, floods or other severe weather conditions, or government laws or regulations.

5. Customer agrees to release and hold Company harmless from all and liability for any delay or failure to render the service or to make delivery of any merchandise as set forth herein due to federal, state, or municipal actions or regulations; strikes or any other labor troubles; fires; embargoes, accidents, war, or any other cause contingent to, or circumstances beyond the control of, Company and/or that make the fulfillment of this Agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein. COMPANY SHALL BE RELEASED FROM LIABILITY AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY CUSTOMER. Company shall be released from liability for any injury, loss, or damages whatsoever that are occasioned, in whole or in part, by defective design; faulty; incomplete or erroneous plans or specifications; defective materials or parts; defective operation or malfunction of any equipment. Company takes no responsibility for any instructions, directions, operating guidelines, or warranties contained in any book, booklet, guide, manual, or warranty from any manufacturer or dealer.

6. Payment Terms: Service Plan Fees under this Agreement shall be due when billed. Additional emergency or maintenance work not covered under this agreement is due at the time of service. In the event said charges are not paid, when due, Customer agrees to pay service charge of 1-1/2% per month, which is an 18% Annual Percentage Rate, and which will be charged on the average daily balance on any account past due over thirty (30) days.

7. Service Hours: As a Priority Customer you will have coverage every day excluding holidays & weekends for emergency service. Normal working hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. Priority service is defined as next business day.

8. The Customer agrees to all terms and conditions listed in this brochure during the term of this Agreement and any renewals thereof. The Customer agrees that in the event there are any changes in coverage in the future, the terms and conditions of this Agreement shall continue to apply.

9. In the event that the residence is sold, the Service Plan may remain in effect and can be conveyed to a new owner for the remaining term of the plan provided the Plan has been paid for in full and the new homeowner retains J.J. Sullivan Inc. and automatic delivery services.

10. Company shall not be required to furnish any items of equipment, labor, or other services, including, but not limited to, the performance of any tests, which are recommended or required or that may be required at some future date by any insurance company, any governmental agencies or authorities, and/or pursuant to any statutes, regulations, or other laws.

11. Amendment and Cancellation: We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is for security purposes, we can implement such change without prior notice. We may suspend or cancel this Agreement at any time. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

12. Customer agrees not to move or relocate equipment without notifying the Company. In the event Customer fails to notify, Company at its option may cancel this entire Agreement without refund or refuse to service the equipment so moved or relocated.



PROPANE SERVICE PLAN



Service Makes the Difference

(203) 453-2781
www.jjsullivaninc.com

229 River Street • Guilford, CT 06437
HOD# 125 & HOD# 292 • CT S-1 License #: 392043

A Propane Service Plan That Works for You!

As a local propane provider, J.J. Sullivan customers have come to depend on us for their efficient and versatile propane gas.

They can also depend on J.J. Sullivan for professional propane installations, service, and repairs 24/7.

In an effort to keep energy usage to a minimum and equipment operating at peak efficiency, it is important to properly maintain propane-fueled equipment through annual preventative maintenance.

By limiting our delivery and service areas, we are able to guarantee priority service to our local customers. J.J. Sullivan is here for you!

Service makes the difference.

(203) 453-2781

SERVICE CONTRACT BENEFITS

- ▶ Annual System Tune-Up
- ▶ New Standard-Size Air Filters
(Provided at Time of Service)
- ▶ On-Call Priority Service
- ▶ 30% Discount on ALL Parts & Labor
- ▶ Safety Checkup

■ CLEANER INDOOR AIR

Replacing pleated air filters each year can make a big difference in the amount of dust and particles blowing through a hot air system.

■ PRIORITY SERVICE

Rest assured that J.J. Sullivan will be there for you 24/7 when your system needs unplanned repair or service.

■ ANNUAL TUNE-UP

Annual preventative maintenance ensures your system continues running efficiently, extending the life of your equipment.

■ 30% DISCOUNT ON ALL SERVICE WORK

All parts and labor will be discounted at 30% off. Annual system tune-ups will now be FREE for service contract customers (including standard 1" pleated air filter replacement).

**Discount does NOT apply to any system replacement and/or installations.*

■ SAFETY INSPECTION

Our technicians will conduct a heating system safety inspection based on the equipment manufacturer's recommendations and industry best practice.

A Great Value at:

**Boiler/Warm Air Furnace
\$229 Annually**

**Water Heater
\$129 Annually**