

These service plans (also referred to as contract(s), plans and agreement(s) throughout this document) are available exclusively to regular customers who purchase all of their fuel for the heating system or applicable appliance related to the chosen service plan. The buyer (referred to as the customer throughout this document) agrees that all maintenance and repairs will be performed by Van Etten Oil Co., Inc (referred to as VEO Energy Systems, Van Etten Oil & Propane and VEO in this document) during the term of the agreement and whose payments are in accordance with VEO's payment and credit terms.

1. The term of the service plan is for a (1) year period and will automatically renew every year subject to the laws of the State of New York. By signing this agreement, the customer acknowledges that this plan renews automatically unless terminated by the customer or by VEO Energy Systems. The customer also agrees to all conditions, terms and exclusions found in this document. Your initial contract signature and payment authorizes your approval for future automatic plan renewals. Your account may be invoiced up to 60 days or more before the anniversary of your plan renewal. Payment of your plan renewal will act as authorization for renewal and a signature is not needed. Upon renewal, you will have 30 days to pay for the new contract or the contract will be null and void. In the event that a service plan is terminated before the anniversary of its renewal, all service contract plans are final and no refunds are available. VEO reserves the right to cancel or choose not to renew this plan if the covered equipment is no longer serviceable or service is no longer practical due to the equipment's age or obsolescence.

2. It is the customer's responsibility to schedule any annual preventive maintenance, tune-up or safety inspection provided by the plan. The annual tune-up or safety inspection must be scheduled between 8am and 4pm, Monday-Friday, April 1st through October 31st. On occasion, scheduled appointments may have to be rescheduled due to emergency situations. This can occur with no notice.

3. VEO Energy Systems will, at their discretion, inspect customer's heating equipment and applicable appliances that are to be covered by a service plan prior to participation in a plan. VEO has the final discretion to provide a service plan based on the condition, maintenance history and manufacturer's equipment history of the customer's equipment. This service plan can be discontinued at any time by VEO if working conditions at the customer's location is found to be hazardous or unsanitary.

4. Service plans do not cover labor or materials to repair damage to the heating system or residence caused by the customer's neglect such as: A will call (non-automatic delivery) customer's failure to have sufficient fuel in the tank or an automatic fuel delivery customer who uses supplemental heat and has insufficient fuel in the tank. VEO will not be responsible for any damage caused by water, fire, tampering, abuse, insufficient water for the boiler, blown fuses or other failure of the electrical system, power loss or surges, improper thermostat settings or faulty thermostats, having the heating system switch on the "OFF" position, customer negligence, insufficient insulation/subpar building construction or service performed by the customer or another contractor. Failure of components and parts from acts of God such as fire, flood, freezing, storm or weather conditions are not covered by the service plan. Fuel flow issues caused by outdoor fuel oil, kerosene and diesel tanks are not covered by the service plan even if VEO puts cold weather anti-gel flow additives in the tank.

5. Customer is solely responsible for compliance with applicable federal, state and local laws, codes and regulations. Including but not limited to the fuel oil storage tank and related fill and vent piping meeting the current NFPA 30-31 codes. Customer agrees to indemnify and hold VEO harmless from any damages arising from a violation law, code or regulation related to the improper installation of existing customer owned, leased or rented equipment related to the heating system, propane or fuel oil appliances and fuel tank system(s).

6. Repairs or services that are performed but are not covered by your specific plan will be charged to the customer at prevailing rates. VEO is not responsible for manufacturing defects.

7. VEO will provide service as soon as practical, during regular business hours under normal conditions or on an emergency basis when necessary. VEO will not be liable for any delay beyond its control such as Acts of God, labor disturbances or strikes, unavailability of technicians or parts, failure or interruption of customer's electricity, inaccessibility of the heating system or other serviceable appliances, storms, floods or other severe weather conditions, or government laws or regulations.

8. Customer agrees to release and hold VEO harmless from all claims related to losses, costs or damage to personal or real property caused by fire, explosion, flood, freezing power loss or surges, oil leakage and premises left unoccupied or unattended (unoccupied or unattended

premises are defined as premises being unoccupied continuously for 24 hours or more). Customer agrees that VEO shall not be liable for any incidental, special or consequential damages by customer or by third parties.

9. In the event that the residence or contracted location is sold, the Service Plan may remain in effect provided the new owner continues to purchase fuel products and heating system or other applicable appliance maintenance from VEO. In this circumstance, VEO holds the right to re-inspect the equipment before agreeing to coverage. All changes must be made in writing.

10. This service plan does not cover any repair or liability related to the chimney, ducts, tanks, radiators or other equipment that is not part of the boiler, furnace or appliance covered under the plan. VEO strongly recommends that the customer have all chimneys, ducts, flues and direct exhaust vents cleaned and inspected annually by a qualified chimney inspector. VEO is not responsible or liable for the accumulation or blockage of soot or other materials in the flue or chimney. This includes blow backs or other similar damage to the premises or equipment resulting from soot or blockages of the chimney or other venting of the customer's equipment.

11. Customer agrees to indemnify and hold VEO harmless from and against any claim or liability arising from any discharge of oil, propane or other fuel from leaking pipes or tanks unless directly caused by an act of VEO.

12. The customer agrees not to hold VEO responsible for damages occurring at unattended, vacant or unoccupied premises. Service plans do not cover labor or materials to repair water leaks on domestic or heating pipes, thaw or repair frozen pipes of any kind, to thaw or repair oil lines, propane lines or repair or replace fuel oil tanks. Power venting equipment, draft inducers, domestic hot water coils, outdoor reset controls, specialized controls, humidifiers, heat exchangers, boiler sections, air handler components, radiation pipes, baseboard radiation, steam boiler water feed valves, blower housing, duct cleaning, anode rods, indirect hot water tanks and fuel flow issues due to outdoor oil tanks are not covered by this service plan.

13. Limits of liability: VEO will not be responsible for loss or damage due or resulting from: Changes in fuel consumption, customer's failure to schedule annual preventive maintenance, abuses or misuse of equipment, insufficient water, frozen or jelled oil lines, failure of parts, acts of God, terrorism, strikes, riots, labor or material shortages, flood, fire, hurricanes, extreme weather, power interruption or loss, accidents, government acts, loss of heat in unoccupied, unattended or vacant premises to the maximum extent permitted by law. VEO will have no liability for direct or indirect, special or consequential damages of any kind. VEO is not responsible for secondary damages as a result of a delay in rendering service. Any and all actions, whether based in contract or tort, whether for personal injury or property damage and whether brought by the customer or customer's insurance company, must be commenced within one year of the cause of action or shall be barred. In no event shall VEO's liability to the customer or to others exceed \$1000.00.

14. Waiver of Subrogation: Customer waives any and all rights of subrogation and/or recovery against VEO, including our officers, members, agents and employees, occurring on or arising out of the agreement, the delivery of fuel or any service or repair at your premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the customer. Customer shall have no right of recovery against VEO, its agents, servants, contractors or employees; and no third party, including but not limited to any insurance carrier, shall have any right of recovery (whether based on tort, contract or otherwise) by way of subrogation or assignment or otherwise.

#### **THE FOLLOWING RATES DO NOT INCLUDE DISCOUNTS FOR SERVICE PLANS.**

#### **DEDUCT 15%, 20% OR 25% DEPENDING ON THE SERVICE PLAN CHOSEN.**

Standard minimum service rate: \$244 plus tax per call. Payment due upon arrival. Monday -Friday, 7:00 a.m. -4:00 p.m. Minimum rate is billed at \$145 labor plus \$99 diagnostic fee. Additional labor is billed at \$72.50 plus tax per half hour.

4:30 p.m. -11:00 p.m. after-hour minimum service rate: \$388 plus tax per call. Payment due upon arrival. Monday -Sunday 4:30 -11:00 p.m. The minimum rate is billed at \$289 labor plus \$99 diagnostic fee. Additional labor is billed at \$144.50 plus tax per half hour.

11:00 p.m. -7:00 a.m. after-hour minimum service rate: \$500 plus tax per call. Payment due upon arrival. Monday -Sunday 11:00 p.m. -7:00 a.m. The minimum rate is billed at \$401 labor plus \$99 diagnostic fee. Additional labor is billed at \$200.50 plus tax per half hour.

Holidays: \$500 plus tax per call. Payment due upon arrival. The minimum rate is billed at \$401 labor plus \$99 diagnostic fee. This rate is in effect for all hours during holidays where VEO offices are closed.



# ENERGY SYSTEMS

*A Division of Van Etten Oil & Propane*

## ENERGY CONSERVATION PLANS & COMPANY INFORMATION



**(888) 301-9562**  
**vanettenoil.com**

## PREMIER BIOHEAT® FUEL SERVICE PLAN

Call for current price



### ANNUAL TUNE-UP

Your annual tune-up includes up to 1.5 hours of labor. If additional labor, repairs, or parts are required, billing will be 25% off the current hourly labor rate. Our tune-ups include a cleaning and safety inspection, as well as...

- Vacuum, cleaning, and inspection of:
  - Heat exchanger
  - Combustion chamber
  - Exhaust system up to the chimney
- Nozzle, strainer, fuel filter, and/or air filter inspection and replacement
- Lubricate motors and bearings
- Ignition and control calibration
- Combustion efficiency and analysis including:
  - Draft analysis
  - Digital flue gas analysis
  - Heat loss analysis
  - Heating system efficiency report

*\*Annual tune-up must be scheduled between 8:00 a.m. and 4:00 p.m., Monday–Friday, April 1st through October 31st.*



### 25% DISCOUNTS ON REPAIRS

25% discounts on any heating system diagnostic fees, labor, repairs, and replacement parts scheduled in advance and serviced during business hours.



### 24/7 EMERGENCY SERVICE SAVINGS

25% off our emergency heating repair service rates, available around the clock and on holidays. View our emergency service rates in the Terms & Conditions section of this service plan brochure.

## STANDARD BIOHEAT® FUEL SERVICE PLAN

Call for current price



### ANNUAL TUNE-UP

Your annual tune-up includes up to 1.5 hours of labor. If additional labor, repairs, or parts are required, billing will be 20% off the current hourly labor rate. Our tune-ups include a cleaning and safety inspection, as well as...

- Vacuum, cleaning, and inspection of:
  - Heat exchanger
  - Combustion chamber
  - Exhaust system up to the chimney
- Nozzle, strainer, fuel filter, and/or air filter inspection and replacement
- Lubricate motors and bearings
- Ignition and control calibration
- Combustion efficiency and analysis including:
  - Draft analysis
  - Digital flue gas analysis
  - Heat loss analysis
  - Heating system efficiency report

*\*Annual tune-up must be scheduled between 8:00 a.m. and 4:00 p.m., Monday–Friday, April 1st through October 31st.*



### 20% DISCOUNTS ON REPAIRS

20% discounts on any heating system diagnostic fees, labor, repairs, and replacement parts scheduled in advance and serviced during business hours.



### 24/7 EMERGENCY SERVICE SAVINGS

20% off our emergency heating repair service rates, available around the clock and on holidays. View our emergency service rates in the Terms & Conditions section of this service plan brochure.

## VALUE BIOHEAT® FUEL SERVICE PLAN

Call for current price



### ANNUAL TUNE-UP

Your annual tune-up includes the same services as our Standard plan but with 15% off the current hourly labor rate for additional labor, repairs, or parts.

*\*Annual tune-up must be scheduled between 8:00 a.m. and 4:00 p.m., Monday–Friday, April 1st through October 31st.*



### 15% DISCOUNTS ON REPAIRS

15% discounts on any heating system diagnostic fees, labor, repairs, and replacement parts scheduled in advance and serviced during business hours.



### 24/7 EMERGENCY SERVICE SAVINGS

15% off our emergency heating repair service rates, available around the clock and on holidays. View our emergency service rates in the Terms & Conditions section of this service plan brochure.

## BIOHEAT® FUEL HOT WATER HEATER PLAN

Call for current price

This plan is for standalone separate oil hot water heaters. It may be added onto either of our Standard or Premier Bioheat® Fuel Heating Service Plans.



### 15% DISCOUNTS ON REPAIRS

15% discounts on any water heating system diagnostic fees, labor, repairs, and replacement parts scheduled in advance and serviced during business hours.



### 24/7 EMERGENCY SERVICE SAVINGS

15% off our emergency water heater repair service rates, available around the clock and on holidays. View our emergency service rates in the Terms & Conditions section of this service plan brochure.

## WE ALSO OFFER COOLING COVERAGE

Home comfort doesn't need to stop when the snow melts. Ask us about our air conditioning service plan!