

FORNO FUEL, INC.

Buchanan, NY. – (914) 438-6043 – sales@fornofuel.com

1. Forno Fuel Inc. (“Forno”) offers this **Service Plan Contract** (this “Contract”) to customers to provide maintenance of their oil burner for a one year period as specified in Section 4. During this period, Forno will provide one (1) cleaning of one (1) oil burner which includes vacuuming the chimney base flue pipe and combustion chamber (if required) and the replacement of a nozzle, fuel oil filter and pump screen.

Cleaning appointments are scheduled from May 1st through September 30th, Monday through Friday between 8:00 A.M. and 4:00 P.M.. If this is not possible, exceptions can be made to accommodate your needs.

2. Scope: This Contract covers all labor to remove, repair, adjust or replace any of the parts listed the below. Parts damaged by fire, water, or customer negligence are not covered.

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|---------------------------------|-----------------------|----------------------------|
| • Cad Cell Assembly | • Ignition Wire | • Oil Burner Pump |
| • Cadmium Cell | • Nozzle* | • Oil Filter* |
| • Draft Regulator (Damper) | • Nozzle Adapter | • Oil Filter Gasket |
| • Fan & Limit Control | • Nozzle Line | • Oil Strainer |
| • Fuel Oil Cartridge | • Oil Burner Coupling | • Oil Strainer Gasket |
| • Ignition Porcelain/Electrodes | • Oil Burner Fan | • Toggle Switch (1) |
| • Ignition Transformer | • Oil Burner Motor | • Misc. Small Burner Parts |

*(1) Nozzle, (1) Oil Filter, (1) Strainer parts are included as part of annual cleaning per Section 1. All other parts are not included as part of this Contract and may be provided at an addition charge.

3. Exclusions: This Contract does not cover:

- Timken, General Electric, Blue Ray, obsolete or non-standard oil burners
- Discontinued or obsolete parts.
- Labor and parts for multi-function controls and relays.
- Sludge related problems, water in tank or oil lines, oil leaks, and clogged or frozen oil lines.
- Double and triple Aquastats, thermostats, plumbing problems, and water in tank.
- Special control systems and electronic controls installed for energy conservation.
- Any parts used for air-conditioning, low water cutoff, draining, bleeding, venting, or purging air.
- Water leaks on any plumbing parts or piping, zone valves and circulators.
- Damages due to water, freezing, storms, power outages, low electrical power, power surges, strikes, embargoes, and any other causes beyond Forno’s control.
- Service due to insufficient fuel
- This Contract will be null and void if fuel oil is purchased from any other company than Forno or if burner is serviced by unauthorized personnel.
- Forno is not liable under any circumstances for any damages to driveways.
- Forno in not liable for special, incidental, exemplary, or indirect damages or for any consequential damages.
- Forno reserves the right to inspect all heating systems before acceptance of this Contract and may also cancel said Contract without liability against any party. All service must be performed by Forno or this Contract will be terminated without refund.

4. AGREEMENT: By signing below the customer agrees to the terms of this Contract.

YEARLY CONTRACT FEE: _____ COUNTY = 199.99 + LOCAL TAX = _____

CONTRACT START DATE _____ END DATE _____

CUSTOMER NAME + ADDRESS _____

CUSTOMER SIGNATURE _____ DATE _____

5. CALLS

a. EMERGENCY CALLS

Service calls that are considered an "EMERGENCY" are no heat/or any smoke problems. Calls for smoke problems will be responded to on a twenty-four (24) basis from October 1st through March 1st.

b. NON-EMERGENCY CALLS

The following are NOT considered emergency calls and are billable:

No hot water, abnormal sounds in heating system, water leaks, air in system(s). Non-emergency calls are serviced during normal business hours. If after hours, then non-emergency call will be chargeable.

c. BEFORE CALLING

To avoid being charged at the prevailing rate, please check the following before calling for service:

1. Is the thermostat set above the room temperature?
2. Is the burner emergency switch on?
3. Is a fuse blown and/or the circuit breaker set?
4. Do you have enough oil in the tank?
5. Does the control button require resetting? (Push once.)

6. RATES

There will be a one (1) hour minimum labor charge.

Excluded parts are chargeable at prevailing rates plus labor as follows:

\$85.00 per hour. Monday through Friday 8:00am – 4:30pm

\$95.00 per hour. Monday through Friday 4:31pm – 12:00am

\$130.00 per hour. Monday through Friday 12:01am – 7:59am and Saturdays.

\$145.00 per hour on Sundays and Holidays.

Rates are exclusive of taxes.

HOLIDAYS

New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving and Christmas Day.

7. TERMS

Service Plan Contracts are offered to Forno customers only. Customers not on automatic delivery must purchase a minimum of 300 gallons per year to remain eligible for a Service Plan Contract. All Service Plan Contracts are subject to suspension or cancellation without refund and cannot be prorated.

Forno will not be held responsible for heat in unoccupied buildings. Each heating unit requires a separate Service Plan Contract.

It is the sole responsibility of the customer to confirm if services are covered by this Contract prior to the start of work. All driveways and fills must be cleared of snow and ice before deliveries can be made. Accessibility to unit must be provided. It is the homeowner's responsibility to protect flooring and personal property.