

# TERMS AND CONDITIONS

PA011752 / MDHVAC2669



## SMART SERVICE ESSENTIAL & BASIC PLANS

In these Terms and Conditions, "We" means Aero Energy, and "You", "Your" or "Customer" means a customer who has chosen either the Smart Service Essential Plan or the Basic Plan. Aero Energy agrees to provide services as outlined herein. These terms and conditions cover all Aero Energy service plans for the specified equipment at the property so noted on the Customer account and becomes valid on the date indicated on the invoice. The price and coverage as outlined in this agreement is subject to change at the renewal date of the policy. This supersedes all previous service plans. Aero Energy will make every reasonable attempt to schedule annual maintenance; however, if annual maintenance is not performed, it will not affect coverage or any other terms within this policy.

1. Contract coverage intended for a standard range of residentially sized equipment. Coverage size limits: oil heating systems with a maximum firing rate of 2 1/2 gallons per hour; Gas units up to 300,000 BTU input; AC systems up to 5 tons or 60,000 BTU. Wood, coal, or other modified or combination units are not covered.
2. Aero Energy reserves the right to inspect & approve all systems prior to policy acceptance. If the system does not pass inspection You will be informed of what changes/ improvements/ upgrades are necessary to be eligible for the Essential Service Plan, and You will have the option of making those changes at Your expense, or selecting another plan.
3. Coverage limitations and exclusions:
  - Boiler heating systems excludes the coil and/or boiler block or side-tanks
  - Forced air heating system excludes the heat exchanger
  - AC systems excludes the compressor
  - Parts that become obsolete or are no longer available from suppliers
4. This plan will automatically renew every 12 months unless either party gives the other party written notice of cancellation 30 days prior to the date of renewal. The renewal date is 12 months from the start date of the policy. After 60 days from renewal date, plan payments are **non-refundable**.
5. To be covered under this policy, any emergency service required outside of normal business hours (before 7:30am or after 5:00pm on week days, or on weekends or holidays), **must** be the result of complete mechanical failure of the equipment. Any other service calls received during off hours (as stated above) will be billed to You at our standard hourly rates in effect at the time.
6. This policy does **NOT** cover repair or service calls due to or as a result of accounts held for nonpayment. Service agreement payments are due by the 20th calendar day of the billing month. Payments can be managed by Aero Energy – through inclusion in a monthly budget payment plan or auto-payment plan. Unpaid past due balances may result in policy termination.
7. This plan covers normal wear and tear of Your covered equipment under normal usage. Aero Energy will **NOT** be held responsible for system damage due to a frozen heating system, frozen pipes, flooded basement, interruption of electricity, hurricanes, fire, other acts of nature, or war, Customer negligence or misuse, inadequate fuel supply, or when account is in delinquent status. Aero Energy is only responsible for repair of the covered equipment and not any related fixtures, nor any damage to the Customer's residence or other belongings that might be caused by system failure. Any damage to the Customer's belongings, pets, etc. is the responsibility of the Customer.
8. The policyholder is responsible for providing Aero access to all concealed or hidden components for the covered system, and for any and all repairs that arise out of our need to have access to these components (example: walls, floors, ceilings, chimneys, etc.)
9. This policy does **NOT** cover any system that contains antifreeze, nor replacement or loss of anti-freeze for any reason. This policy covers 1 zone valve/circulator and 1 standard thermostat (main). Additional systems may be covered for an additional fee.
10. Aero Energy is not responsible for the discovery, handling, treatment, or safety of any asbestos or equipment containing asbestos.
11. This policy does NOT cover any fuel storage tank(s), nor any piping or tank gauges.
12. Aero Energy is not responsible for any additions to Your covered system not part of this system as initially approved by Aero Energy, nor any additions, repairs, replacements, or any of its components parts if installed or made by anyone other than Aero Energy during the coverage period.
13. While Aero Energy is equipped to provide emergency service to You, We will not be liable for any delay or failure to supply service material or labor because of any conditions or events beyond our control. In no event shall We be liable for any consequential or incidental damages or injury of any kind including personal injury.
14. This policy does not cover, and We are not responsible for, any damages including environmental damage arising out of leaks or spills from any line, storage tank (s), or any other part of Your heating system, including leaking pump seals. We will not, in any event, be liable and We disclaim all liability for incidental or consequential damages, relating to or arising from any leakage, spillage, or other escape of oil or propane from a storage tank, pipes, or any part of Your heating system what so ever. This policy does not cover, and We will not be liable for, contamination of any kind including soil or bodies of water.
15. The standard of workmanship hereunder shall be that which is reasonable and customary.
16. AERO ENERGY IS NOT RESPONSIBLE FOR, AND SHALL BE HELD HARMLESS AND RELEASED FROM LIABILITY FOR ANY LOSS, DAMAGE, CONSEQUENTIAL DAMAGES, NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER BASED UPON EXPRESS WARRANTY IMPLIED WARRANTY OR OTHER LEGAL THEORY DUE TO THE OPERATION OR MALFUNCTION OF THE EQUIPMENT INCLUDING DAMAGE TO PROPERTY OR PERSONAL INJURY CAUSED BY THE EQUIPMENT, UNLESS DUE SOLELY TO THE NEGLIGENCE OF AERO ENERGY IN WHICH CASE DAMAGES ARE NOT TO EXCEED \$1,000.
17. AERO ENERGY IS NOT RESPONSIBLE FOR, AND SHALL BE RELEASED FROM LIABILITY FOR ANY INJURY LOSS OR DAMAGES WHATSOEVER THAT ARE OCCASIONED IN WHOLE OR INPART BY DEFECTIVE DESIGN, FAULTY INCOMPLETE OR ERRONEOUS PLANS, OR SPECIFICATIONS, DEFECTIVE MATERIALS OR PART, DEFECTIVE OPERATION OR MALFUNCTION OF ANY EQUIPMENT. COMPANY TAKES NO RESPONSIBILITY FOR ANY INSTRUCTIONS DIRECTIONS, OPERATING GUIDELINES OR WARRANTIES CONTAINED IN BOOKS, BOOKLETS, GUIDE MANUAL OR WARRANTY FROM ANY MANUFACTURER OR DEALER.

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18. NEITHER PARTY WILL BE LIABLE under any theory of tort, contract, strict liability, or other legal or equitable theory FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOST REVENUES), WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. 19. EXCEPT AS EXPRESSLY SET FORTH ABOVE, AERO ENERGY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

## SMART SERVICE WORRY-FREE PLAN

In these Terms and Conditions, "We" means Aero Energy, and "You", "Your" or "Customer" means a customer who has chosen the Smart Service Worry-Free Plan. Aero Energy agrees to provide services as outlined herein. This service covers the specified equipment at the property so noted on the Customer account and becomes valid on the date indicated on the invoice. The price & coverage as outlined in this agreement, is subject to change at the renewal date of the policy. This policy supersedes all previous protection policies.

1. This policy is valued up to \*\$10,000.
2. Covers only oil heating systems with a maximum firing rate of 2 1/2 gallons per hour qualify. Gas units up to 300,000 BTU input.
3. Aero Energy reserves the right to inspect & approve all heating systems prior to acceptance of this policy. If the system does not pass inspection You will be informed of what changes/improvements/upgrades are necessary to be eligible for the Worry-Free protection program, and You will have the option of making those changes at Your expense, or selecting another plan.
4. This plan will automatically renew every 12 months unless either party gives the other party written notice of cancellation 30 days prior to the date of renewal. The renewal date is 12 months from the start date of the policy. After 60 days from renewal date, plan payments are **non-refundable**.
5. To be covered under this policy, any emergency service required after 5:00pm, on week days, weekends or holidays, **must** be the result of mechanical failure of the equipment, causing no heat. Any other service calls received during off hours (as stated above) will be billed to You at our standard hourly rates in effect at the time.
6. Service agreement payments are due by the 20th calendar day of the billing month. Payments can be managed by Aero Energy – through inclusion in a monthly budget payment plan or auto-payment plan. Unpaid past due balances may result in policy termination.
7. Aero Energy will **NOT** be held responsible for system damage due to a frozen heating system, frozen pipes, flooded basement, interruption of electricity, hurricanes, fire, other acts of nature, Customer negligence, inadequate fuel supply, or when account is in delinquent status. This policy does **NOT** cover repair or service calls due to or as a result of accounts held for nonpayment.
8. Aero Energy is only responsible for the actual repair, replacement, or annual maintenance of the heating system itself, and not any collateral damage to the residence or other belongings that might be caused directly or indirectly by system failure. Any damage to the policyholder's belongings, pets, etc. are the responsibility of the policyholder. Aero Energy will repair the system free of charge under this plan, or at Aero Energy's discretion, replace it up to \$10,000.00 including the new system, parts, and labor. Aero reserves the right to select the replacement system. This plan covers Your covered system under normal usage. All replacements are subject to availability.
9. The policyholder is responsible for providing access for Aero Energy to all concealed or hidden components for the heating system, and for any and all repairs or replacements that arise out of our need to have access to these components (example: walls, partitions, floors, ceilings, chimneys, entryways ,etc.)
10. This policy does **NOT** cover general plumbing, power venter, household wiring, walls or any other structural portions of any building and chimneys, or the repair, replacement, renovation, or movement of any of the foregoing. This policy does **NOT** cover indirect water heaters and related controls. This policy does **NOT** cover any system that contains antifreeze, and does **NOT** cover the replacement or loss of anti-freeze for any reason. This policy covers 1 zone valve/circulator and 1 standard thermostat (main). Multiple zone valve/circulators or thermostat systems may be covered for an additional fee.
11. Because this policy covers full replacement and repair (\*up to \$10,000.00 starting from the date of coverage), NO REFUND in part or whole will be given at any time. Special policy prices, except those given for new Installations are subject to change at any time.
12. Aero Energy is not responsible for the discovery, handling, treatment, or safety of any asbestos or equipment containing asbestos. This policy does not cover any repair or replacement of any fuel oil line or lines, gas pipes, or lines/ pipes between Your storage tank(s) or gas meter and Your heating unit or fuel pump including frozen lines.
13. This policy does NOT cover any fuel storage tank(s), above or below ground, nor does this policy cover any piping or tank gauges owned by the plan holder.
14. Aero Energy is not responsible for any additions to Your heating system that are not part of heating system as initially approved by Aero Energy, nor are We responsible for additions, repairs, replacements, or any of its components parts if installed or made by anyone other than Aero Energy during the coverage period.
15. While Aero Energy is equipped to provide emergency service to You, We will not be liable for any delay or failure to supply service material or labor because of conditions beyond our control. In no event shall We be liable for any consequential or incidental damages or injury of any kind including personal injury.
16. This policy does not cover, and We are not responsible for, any damages, including environmental damage, arising out of leaks or spills from any line, storage tank (s), or any other part of Your heating system, including leaking pump seals. We will not, in any event, be liable and We disclaim all liability for incidental or consequential damages, relating to or arising from any leakage, spillage, or other escape of oil or propane from a storage tank, pipes, or any part of Your heating system what so ever. This policy does not cover and We will not be liable for contamination of soil or other property damage.

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18. EXCEPT AS EXPRESSLY SET FORTH ABOVE, AERO ENERGY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.