Pioneer Oil and Propane Service Plan Terms & Conditions

1. Entering an Agreement with Pioneer Oil and Propane is contingent upon our technician's inspection. Oil filters are required in all heating systems in order to honor contract. Oil filters will be installed at an additional charge. Initial repairs required to bring the heating system in an acceptable condition are not covered. All plans will automatically be renewed from year to year unless terminated by either party by giving 30 days' written notice. Service under any plan will be suspended if customer's oil or service charges are not paid when due.

2. It is your responsibility to call and schedule your annual maintenance during the period of April 1st and September 30th. Annual maintenance scheduled between October 1st and March 31st will be billed at the prevailing rate for such service.

3. If buyer permits any persons other than our employees or designated representative to render service to the equipment except as instructed by us, the plan is void.

4. Plans include only the repair and replacement of parts specifically listed herein, which are defective due to ordinary wear. They do not cover any service or repairs to the entire boiler or burner, heat exchangers, jackets, water heaters or any part not specified in the plan. Baseboard heating, piping and ductwork are not included.

5. We are not responsible for replacement parts that are obsolete or not obtainable.

6. Customer agrees to purchase all fuel requirements from Pioneer Oil and Propane on an Automatic Delivery basis; otherwise, the plan is voided and no refund is due.

7. We shall not be liable for any loss, damage or injury arising from the services performed or parts supplied under this Agreement unless the loss, damage or injury is caused directly and solely by our own negligence.

8. We shall not be liable for any loss, damage or injury which results directly or indirectly from the condition of customer's chimneys, oil tank or equipment not covered by this Agreement or for unoccupied homes.

9. Any alterations, changes adjustments or repairs made by anyone other than the qualified Pioneer Oil and Propane personnel will terminate our obligations under this Agreement.

10. This Agreement covers only labor and/or parts required directly on the oil burner, controls and specified other parts which are part of the heating system. Service labor and parts required as a result of abnormal conditions such as war, fire, floods, hurricanes, strikes, water in oil, frozen lines or pipes and other acts of God; failure of purchaser to maintain the heating and domestic hot water heating systems; power interruptions, blown fuses or circuit breakers; water damage; thermostat not calling for heat; or failure of purchaser to maintain sufficient oil level in the tank when on a "will-call" delivery basis will be billed at prevailing prices.

11. All Plans that include the TankSure® Program provide a tank testing service and the TankSure® Program tank replacement payment described below. An ultrasonic tan test will be performed by our technician before your tank can be accepted for enrollment in the TankSure® Program. While

we cannot guarantee that a leak will not occur or your tank will not fail after testing, we are providing these new services with the hope that by testing and monitoring, we are offering a long-term tank replacement to our customers. We will perform an annual test of your fuel tank. If a tank leak occurs subsequent to this test due to internal corrosion once you are on the program, if a tank leak occurs due to a manufacturer's defect, or if a non-leaking tank is identified for replacement by the TankSure® Tank Analysis Software, the Company will pay up to $1,000 toward the replacement of your tank in accordance with the terms of the TankSure® Program. Non-qualifying tanks receive $200 toward an immediate replacement.

12. All materials connected to domestic water (hot or cold) including, but not limited to, coil, fittings, tempering valves, etc, are not covered.

13. We do not guarantee the availability of any repair or replacement parts.

14. Maintenance agreements are available for systems using less than two (2) gallons of fuel oil per hour. Prices for other systems are available on request.

15. This Agreement contains the entire Agreement of the parties hereto and there are no promises, terms, conditions or obligations other than printed herein.

16. There are no refunds under this Agreement and this Agreement will not be prorated unless your residency changes or other unforeseen conditions apply.

17. Emergency heating Service is defined as no heat or hot water during the heating season, serious oil leaks or other dangerous situations. All other calls are handled during normal business hours- Monday through Friday 8:00am - 4:00pm.

18. Amendment and Cancellation. We may amend or change the terms of this Agreement at any time. We may amend or change the services offered as part of the 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.