

General Conditions

1. **Plan Term.** These Plans cover a one (1) year period. However, they will automatically renew unless canceled by either party by written notice. Your account will be billed each year, 30 days in advance of the anniversary date (NOT the date of inspection), at our current prices in effect at time of renewal.
2. **Initial Plan Inspection.** These Plans will become effective ONLY after the unit has had the initial inspection and approval of the equipment by an authorized representative of Besche. Besche reserves the right to reject any unit for a Plan if an inspection by our representative finds the equipment to be in such condition that service will be unsatisfactory to either party. *The equipment must be brought up to standards at the owner's expense before it can be accepted for a Service Plan.* Payment in advance of inspection does NOT constitute a service agreement. If the unit is not accepted for a Service Plan and cannot be brought up to standards, the Annual Tune-up and Inspection fee will apply. (See section 7 below.)
3. **Annual Tune-Up, Inspection and Efficiency Test.** The annual tune-up and inspection for heating units can be scheduled any time during the plan year. The annual tune-up and inspection for air conditioning or combination plans will be performed April through October provided the outside temperature is above 65°. Besche will not be responsible for failure to perform the annual tune-up and inspection due to the customer's inability to make the unit accessible to us for service during normal working hours (Monday through Friday, 8 a.m. to 5 p.m.). It is the customer's responsibility to schedule an annual tune-up. The annual tune-up will be performed only once during the current 12 month period covered by the Plan. Additional inspections will be billed at prevailing rates. (See section 7 below.) Annual tune-up and inspection not performed will not be credited.
4. **Service Calls.** All routine service calls will be performed during regular working hours (Monday through Friday, 8 a.m. to 5 p.m.). Emergency (NO heat) service will be rendered after hours and on weekends and holidays, provided personal safety of the service technician is not endangered. A/C service rendered outside of our regular hours will be billed with a 20% discount off our overtime rate. For safety reasons, outdoor units will NOT be serviced in wet weather or after sunset.
5. **Plan Cancellation.** If the cancellation notice is received within 30 days of the anniversary date and NO service has been performed, the Plan will be canceled. Any services rendered within 30 days of the anniversary date will be considered a renewal of the Service Plan for the one (1) year period. Upon account cancellation due to selling a house, the remaining portion of the Service Plan can be transferred to the new owner, but is not refundable.
6. **Null & Void.** These Plans are null and void if payment of service plan is not received within 60 days of billing date. Any services rendered will be charged at prevailing rates. These Plans are void with NO refund if any person(s), including the owner, renders service to the equipment except as instructed by us.
7. **Exclusions.** These Plans do not cover services or replacement of parts damaged by water, fire, acts of God, accidents, tampering and/or abuse. Besche shall NOT be responsible for non-performance when prevented by circumstances beyond our control, such as strikes, wars, riots, etc. Parts requiring replacement due to these circumstances will be charged at prevailing rates. Labor on equipment covered by the Plan held will be billed with a 20% discount. Congealed oil lines and valves are the responsibility of the homeowner. Any service rendered for this will be billed to the homeowner: parts will be billed at prevailing rates, labor will be billed with a 20% discount. Calls resulting from lack of fuel when NOT on automatic delivery service with Besche, nonpayment of bill, emergency switch in "OFF" position, blown fuse, customer NOT at home, or thermostat improperly set will be charged at prevailing rates. Besche shall NOT be responsible for system design or system performance in maintaining design conditions except through failure of equipment covered herein. Any additional time or parts in excess of the manufacturer's inspection and tune-up specifications will be billed at prevailing rates.
8. **Limits of Liability.** Besche will NOT be liable for secondary or consequential damages, nor will Besche be liable for loss or damages due to or resulting from vacant or unattended premises, changes in oil consumption, or from delays or failure to render service due to conditions beyond Besche's control. It is the customer's responsibility to check property during cold weather and to promptly notify Besche of any no heat situations. It is also the customer's responsibility to notify Besche of any changes in consumption whether due to additions to premises or changes in lifestyle, lack of fire wood, etc.
9. **Other Limitations.** It shall be at the discretion of Besche to repair or replace defective materials and parts. In the event any or all of the equipment is NOT, in our opinion, economically repairable, Besche will quote the replacement cost. Unit replacement is NOT covered under the Plan. Our obligation to replace any parts is subject to availability through normal sources of supply. Until replacement has taken place, no further service will be performed under the Plan. Any allowance for parts will be contingent upon Besche supplying the parts and installing the same. These Plans cover ONLY electrically operated units inside the equipment, but do NOT cover electrical or plumbing work beyond the units. Besche reserves the right to cancel the Plan due to unsafe or unsanitary working conditions.
10. **Additional Charges.** Price for Plan refers to one domestic burner up to 200,000 (BTUs) and residential air conditioning units up to five (5) tons in a single family dwelling excluding window or wall-mounted units. Burners with large capacity and commercial buildings will be billed an additional charge. Besche will NOT be responsible for equipment problems related to the quality of the heating fuel supplied by another company. Labor and parts for service calls of this nature will be charged at prevailing rates. Unnecessary or nuisance calls beyond the intent of this Plan will be charged at the prevailing rates. If the customer does NOT have an approved credit plan with Besche, noncovered services and parts will require payment at the time of service.
11. **Humidifier Service Plan.** Includes replacement of the evaporator pad or water panel at the time of the annual inspection of your heating unit. Replacement of humidistat will be covered under Humidifier Plan, if defective. Labor on all service calls for the humidifier will receive a 20% discount.
12. **Water Heater Service.** Inspection must be done at the time of the annual inspection of your heating unit: includes inspection of the anode rod, continuity check on elements and function of thermostat, if accessible. The anode rod, elements, and thermostat will be replaced, if accessible, and proved defective in the opinion of the service technician. Parts not covered will be replaced at prevailing rates. Labor on non-covered parts will receive a 20% discount off prevailing rates.
13. **Fuel Tank & Environmental.** The tank owner or customer has full responsibility for the condition and maintenance of the fuel tank and its components. Besche is not liable, in any way, for the fuel tank, any of its components, any environmental damages caused by the failure of the tank or any of its components, bodily injury or property damage arising out of failure of the tank or any of its components. Besche will not be liable for any cost incurred by the customer for site investigation, soil removal, monitor wells, lab analysis, etc. which may be required by the Maryland Department of the Environment (MDE) in the event of a petroleum release due to failure of the tank and its components. It is the customer's and Besche's responsibility to notify the appropriate authorities in the event of a release of petroleum product(s).
14. **SERVICES WILL NOT BE PROVIDED TO ANY ACCOUNT WHICH HAS EXCEEDED ITS CREDIT TERMS.**

The terms of this document apply to all Service Plans starting or renewing during the period July 1, 2010 through June 30, 2011.

The parties understand that they are ONLY bound by what is printed in this document.