



## **VALIANT ENERGY SOLUTIONS SERVICE PLAN TERMS AND CONDITIONS**

### **TERMS**

Upon purchasing and executing a Valiant Energy Solutions service plan, you (“the customer”) agree and authorize Valiant Energy Solutions to charge your account for service plan selection(s). Valiant Energy Solutions reserves the right to inspect the heating system before plan coverage. Plan selection(s) cover a one-year period and will automatically renew upon its anniversary unless you notify Valiant Energy Solutions in writing 30 days before renewal. Please note all plans are subject to Connecticut state sales tax.

### **GENERAL CONDITIONS**

- **Prerequisites:**
  - Service plan coverage is contingent on inspection of the heating system by Valiant Energy Solutions.
- **Plan coverage term:**
  - Service plans cover a one-year period commencing on date of acceptance and will automatically renew on each anniversary date thereafter.
- **What’s included?**
  - Service plans do not cover everything. Your equipment may need to be serviced outside of plan stipulations. Services performed that are not included explicitly in the plan offering will be charged at the prevailing rate.
  - This service plan is for ordinary residential systems that use a maximum of 2.5 gallons of fuel per hour. The annual tune-up allows for a 2-hour time. If additional time is used/required, labor will be at the prevailing rate.
- **Cancellation:**
  - Valiant Energy Solutions reserves the right to cancel the plan with 10 days’ written notice. A customer’s account must be in good standing.
  - Plan selections cover a one-year period and will automatically renew upon its anniversary unless you notify Valiant Energy Solutions in writing 30 days before renewal.
  - If a customer cancels before contract expiration, no pro-rated returns will be issued for the remaining plan period.
- **Tune-ups:**
  - The customer’s right to the annual tune-up expires at the end of the coverage year, and no credit will be issued if the tune-up is not performed within this timeframe.
  - It is the customer’s responsibility to schedule the tune-up.

### **INDEMNIFICATION**

Valiant Energy Solutions will not assume responsibility for the loss of heat in any unoccupied buildings, for delays or damages resulting from fires, accidents, power interruptions, water in the basement, water in storage tank and/or lines, labor difficulties, acts of the Government, flood, war, hurricanes, earthquakes, or acts of God, or other causes beyond our control. We will also not assume responsibility for any loss or damage caused directly or indirectly by the service performed, for any consequential or special damages of any kind whatsoever, for any reason. Valiant Energy Solutions is not liable for any environmental pollution or pollution cleanup due to tank rupture or oil leaking (oil distribution system).

### **EXCLUSIONS**

This agreement does not cover the replacement of a complete boiler, furnace, burner, hot water heater (indirect or oil-fired), mechanical chimney, tankless coil, radiant heat, humidifier or piping, baffles, oil lines, oil storage tank, auxiliary lift pump, electric wiring, domestic plumbing, draining of expansion tanks and purging of radiators, or any parts or services not explicitly mentioned in the agreement.