

# The Silver Plan

## Introducing J.J. Skelton's Silver Service Plan: Value, Comfort and Protection all in one

If you're looking for a heating system service program that offers great value at a great price, check out J.J. Skelton's Silver Service Plan.

Our Silver plan covers you all year round with:

- A periodic tune up and efficiency adjustment.
- Support when you need it. In the event of an emergency, we're only a phone call away.

Best of all, the Silver Service Plan is affordable. So if you are looking for protection, comfort and value at a great price, look for J.J. Skelton's Silver Service Plan. For more information, call your local J.J. Skelton office and our customer service representatives will be pleased to answer your questions.

### Silver Service Plan Options

- You can purchase a service policy to protect your water heater. It covers repairs and replacement of oil burner parts and operating controls, including a periodic tune-up.

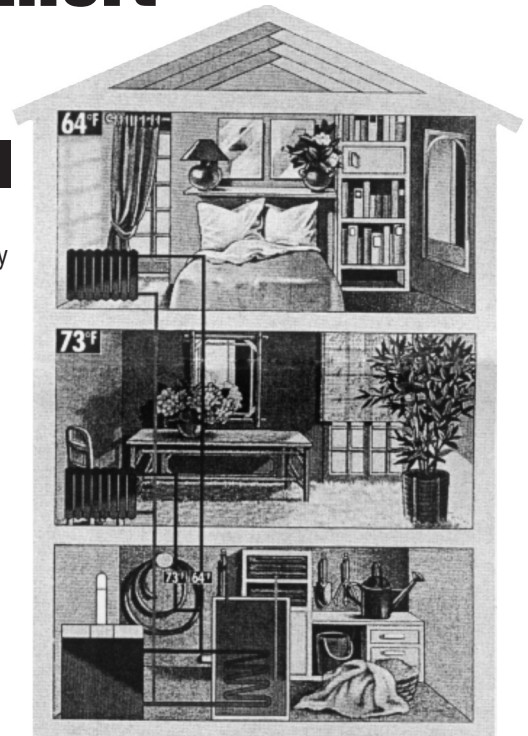
For more information about J.J. Skelton's Silver Service Plan, call your local office and one of our customer service representatives will answer your questions.

### Emergency System Coverage\*

We'll repair or replace the following parts at absolutely no charge if they fail at any time of day or night, 365 days a year:

Fuel pump  
Strainer  
Burner motor up to 1/4 HP  
Burner coupling  
Nozzle  
Nozzle adapter  
Nozzle line  
Electrodes  
Ignition transformer  
Oil filter cartridge

\*Parts that are not covered by this plan will be billed on a time and material basis.



# The Silver Plan

## General Conditions and Terms

The Silver Service Plan was issued May 1, 2007 and now supersedes all prior silver burner service plan certificates sponsored by the J.J. Skelton Company. (For clarity, we've substituted the term "J.J. Skelton" for the official name of the company which is the J.J. Skelton Company.)

1. We offer this service plan only for personal residences whose heating systems qualify for coverage and shall automatically cease if customers procure fuel oil, service on parts or equipment covered by this plan from any source other than J.J. Skelton, or if customer is delinquent on any moneys due J.J. Skelton. Automatic delivery of oil is required for the term of the service plan agreement (400 gallon annual minimum).

2. a) The equipment covered by this agreement is subject to J.J. Skelton's inspection and approval before the contract is issued. Any repairs required to initially put equipment in acceptable condition will be charged separately.

b) This agreement does not guarantee that the heating system has the ability to supply the amount of heat and hot water that may be required.

c) Hot water storage tanks, tankless coils, coil gaskets, plumbing that is not part of the heating system, electric stack dampers, warm air humidifiers, electronic air filters, or chimney maintenance is not covered under this agreement.

The repair or replacement of any part is the sole judgement of J.J. Skelton.

3. This agreement does not cover the cost of labor or materials for repair or replacement as a result of in whole or in part for the following reasons:

a) Damage caused by fire, flooded cellar, freezing, storms, power outages, strikes, embargoes, insufficient fuels or any other causes which may affect the normal operation of the equipment or other causes beyond J.J. Skelton's control.

b) Concealed or buried parts, pipes, tanks or wiring must be made accessible. If your heating system has been damaged or denied fuel by broken or plugged oil lines, by water, sediment or sludge in your tank, or by inadequate fuel-pumping equipment, coverage is not provided.

c) Parts also used for air conditioning are not covered.

d) J.J. Skelton shall not be liable for any damage if there is no heat in unattended houses.

e) J.J. Skelton is not obligated to furnish or cover the replacement of burners or parts due to unavailability of parts.

f) Maintenance needed beyond the limits of state burner licensing will not be covered. Any part which

holds water or controls the movement of water including circulators, low water cutoffs, automatic water feeders, pipes, valves, zone valves or dampers or anything else considered to be plumbing related to you heating system is not covered and repairs shall be made at prevailing rates.

4. Regular servicing hours are from 8 a.m. to 4:30 p.m. on Monday through Friday. Emergency service is available 24 hours daily.

5. All billing for service plans will be initiated on the first of the month. There will be no refunds on any "unused portion" of the plan, although it may be transferable, subject to our approval.

6. J.J. Skelton will perform a tune-up and efficiency adjustment on your oil burning equipment on a periodic basis. J.J. Skelton will do this only by appointment and only during our normal business hours between April and November. Your right to this call expires at the end of each coverage year. We will issue no credit for its value if not performed nor will we carry over this right to any subsequent year. It is your responsibility to contact us to arrange an appointment for this important service. Payment for this contract is due upon presentation of invoice to customer. If payment is beyond credit terms, J.J. Skelton may terminate the contract and bill customer for all materials and labor received by the customer as a result of this contract.

7. There are no promises, terms, conditions or obligations not herein written that are part of this agreement.

8. This plan may be terminated by J.J. Skelton at the end of the service contract period due to poor equipment or excessive service.

9. Length of Coverage: Each service plan will be in effect for a one year period from the date it is billed to your account. To ensure continuing coverage, J.J. Skelton will bill subsequent plans during their anniversary month unless first cancelled by either party. The extent of coverage and the price of subsequent service plans is subject to change.

10. The Silver plan does not cover tank repair or replacement. Customer shall be responsible for the condition and maintenance of the fuel tank, oil lines and all piping. J.J. Skelton assumes no liability for same. This contract does not ensure against tank leakage or any damage to persons or property resulting from tank leakage. This contract does not cover any installation, clean up, removal, remedial, or other costs of compliance with any environmental or other laws, rules or regulations. J.J. Skelton shall not be liable to render any services for which it is not licensed. J.J. Skelton will not be responsible for bodily

injury or property damage arising out of the disposal, discharge, dispersal, release or escape of oil or other petroleum substances or derivatives into or upon the customer's property, surrounding properties, the atmosphere, or any water course or body of water, unless caused by the negligence of J.J. Skelton. In no event shall J.J. Skelton's liability for any such damages exceed \$1,000.

11. The Silver Service Plan is not a warranty or guarantee that your heating system will operate without defect or failure. The plan provides only for the repair or replacement of those specified covered parts which fail or become defective from ordinary use.

J.J. Skelton reserves the right to determine the replacement parts or systems to be installed and covered by the service agreement. By the purchase of this plan, you explicitly agree that we may be held liable only for the value of the goods or service provided by the plan purchased and that we will not be liable for any incidental or consequential damages whatsoever. You further agree to be bound by our terms and conditions. Verbal agreements, representations or understandings with sales representatives, service technicians, or dispatch personnel regarding our plans will not be binding on us unless set forth in this document.

12. J.J. Skelton is not responsible for the discovery or removal of asbestos material.

13. This agreement is void if anyone other than a J.J. Skelton employee performs modifications to the systems or equipment without prior written approval by J.J. Skelton.