



Lewis Energy, Plainview Office:
 175 Sunnyside Blvd, Plainview, NY 11803
 516-349-8980 / 718-338-0052 **Fax:** 516-349-8904
www.lewisoil.com

Lewis RCF Energy, Hampton Bays office:
 274D Montauk Hwy, Hampton Bays, NY 11946
 631-728-2100 **Fax:** 631-728-3526
www.lewisrcf.com

Consumer Affairs Licenses
 Nassau County # H2407280000
 Suffolk County #45410-RP and 45411-RP

BRONZE PARTS PLAN

Oil Burner Parts Covered

Burner Coupling
 Burner Fan
 Cad Cell Eye
 Delayed Oil Valve (150 psi)
 Electrode Wires
 Electrodes
 Firematic Valve

Fuel Pump
 Fuel Pump Gasket
 Fuel Pump Strainer
 Ignition Transformer
 Nozzle
 Nozzle Adapter
 Nozzle Line
 Porcelains

Additional Parts Covered

Draft Regulator (Up to 8" dia)
 Gauge Glass & Washers (low pressure)
 Oil Filter
 Oil Filter Cartridge
 Smoke Pipe (up to 8" dia)
 Fill Cap
 Vent Cap

All parts listed above are included under this plan for the term of the contract at no additional cost. The labor charge to replace or repair the above listed parts includes a maximum of two (2) hours for one service call per plan year*. The customer will be charged the Lewis Energy preferred customer labor rates for additional labor beyond the two hours, and for all additional visits. A Periodic Tune Up (PTU) is included as a part of this plan, and will be scheduled as needed**. Parts and labor for all repairs or replacements not covered by this plan are billed on a time and material basis at Lewis Energy preferred labor rates.

* If there is no service call or there is any unused portion of the 2-hour maximum, the unused portion cannot be carried over to another service call, or plan year, or be redeemed for any company credit, or cash refund. ** The Periodic Tune Up incorporates the latest computerized technology to determine the maximum efficiency of your oil burner.

THIS BRONZE PLAN WITH PARTS REPLACEMENT EXPIRES ANNUALLY ON THE ANNIVERSARY DATE OF THE PLAN.

BRONZE PARTS PLAN	<u>PRICE</u> \$ _____
OPTIONAL COVERAGE (Please check box below)	
<input type="checkbox"/> EACH ADDITIONAL UNIT	# Units _____ @ \$ _____ ea. = \$ _____
<input type="checkbox"/> OIL FIRED HOT WATER HEATER	\$ _____
Covers the aquastat, wiring, relief valve, oil burner, safety control, and smoke pipe. The tank and piping are not covered.	
TOTAL CONTRACT COST (PLUS APPLICABLE TAXES)	\$ _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

(See terms and conditions on Page 2)

LEWIS ENERGY/LEWIS RCF ENERGY BRONZE PARTS PLAN TERMS AND CONDITIONS

For clarity, we have substituted the term "Company" for the official names Lewis Energy and Lewis RCF Energy indicated on the front of this document.

1. We offer this parts plan only for personal residences whose heating systems qualify, and shall cease if customers procure fuel oil, service on parts or equipment covered by this agreement by any source other than the company, or if the customer is delinquent of any monies due the Company. Customer must be on automatic delivery and purchase a minimum of 600 gallons of fuel oil from the Company per year. If a customer does not meet the minimum requirement of 600 gallons, the parts plan becomes null and void and the customer agrees to pay for all service, parts, and labor performed by the Company during the covered period of this agreement.
2. a) The equipment covered by this agreement is subject to the Company's inspection and approval before the parts plan is issued. Our inspection to determine if a pre-existing condition exists may occur up to and including your first service visit. Any repairs required to initially put the equipment into 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 gasket, plumbing that is not part of the heating system, electric stack dampers, warm air humidifiers, electronic air filters, or chimney maintenance are not covered under this agreement.
3. The repair or replacement of any part is at the sole judgment of the Company. This agreement is intended to cover the replacement of individual parts only. Complete oil burner replacement is not included and is chargeable.
4. The Company will not be responsible for loss or damage, including consequential damage, to premises left unattended and/or vacant.
5. This agreement does not cover the cost of labor or materials for the repair or replacement as a result or in whole or in part for the following reasons: a) Damage caused by fire, flood, freezing, storms, power outages, strikes, embargos, insufficient fuels, or any other causes that may affect the normal operation of the equipment or other causes beyond the Company's control. b) Concealed or buried parts, pipes, tanks, or wiring must be made accessible by owner and at owner's expense. 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 used jointly for heating and air conditioning are not covered. d) The Company shall not be liable for any damage if there is no heat in unattended houses. e) It is the sole responsibility of the property owner to insure that the heating system is operating to maintain heat and hot water, and, furthermore, the Company shall not be responsible for any damages due to system failure. f) The Company is not obligated to furnish or cover the replacement of heating system parts that are unavailable or obsolete.
6. Routine Service Calls and Periodic Tune Up (PTU) are scheduled from 8:00am to 4:00pm, Monday through Friday. Emergency service is available after regular business hours. Emergency service constitutes: NO HEAT, SERIOUS FUEL LEAKS, MAJOR WATER LEAKS, AND SERIOUS SMOKE AND FUMES.
7. ***THIS CONTRACT DOES NOT INCLUDE CALLS WHERE BURNER DOES NOT OPERATE BECAUSE A REMOTE CONTROL SWITCH IS OFF, A THERMOSTAT IS NOT SET HIGH ENOUGH, OR THERE IS NOT ENOUGH WATER IN THE BOILER.***
8. All billing for parts plans will be initiated as of the first of the month. There will be no refunds on any "unused portion" of the plan, although a plan may be transferable, subject to the Company's approval. If there is no service call, or there is any unused portion of the 2-hour maximum, it cannot be carried over to another service call, or plan year, or be redeemed for any company credit or cash refund.
9. The Company will perform a Periodic Tune Up (PTU) on oil burning equipment on a periodic basis as determined by the Company, and only during normal business hours. Any additional materials or labor required to bring the heating system to maximum efficiency that are beyond the scope of this contract will be billed at the Company Preferred Customer rates.
10. Payment for this contract is due upon presentation of an invoice to the customer. If payment is beyond credit terms, the Company may terminate the contract and bill customer for all materials and labor received by the customer as a result of this contract.
11. There are no promises, terms, conditions, or obligations not herein written that are a part of this agreement.
12. This plan may be terminated by the Company at the end of the parts plan due to poor equipment or excessive service.
13. Length of coverage: Each parts plan will be in effect for a one year period from the date it is billed to your account. To ensure continuing coverage, the Company will bill subsequent plans during their anniversary month unless first cancelled by either party. The extent of coverage and the price of subsequent parts plans are subject to change on the anniversary date.
14. This parts plan does not cover tank repair or replacement. Customer shall be responsible for the condition and maintenance of their fuel tank, oil lines, and piping. The Company assumes no liability for same. This agreement does not insure against tank leakage or any damage to persons or property resulting from tank leakage. This agreement does not cover any installation, cleanup, removal, remedial, or other costs of compliance with any environmental or other laws, rules, or regulations. The Company shall not be liable to render any services for which it is not licensed. The Company 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 customers property, surrounding properties, the atmosphere, or any water course or body of water, unless caused by the negligence of the Company. In no event shall the Company's liability for any such damages exceed \$1,000.00.
15. This parts plan is not a warranty or guarantee that your heating system will operate without defect or failure. The plan only provides for the repair or replacement of those specified covered parts which fail or become defective from ordinary use. The Company reserves the right to determine the replacement parts or systems to be installed and covered by the agreement. By the purchase of this plan, you explicitly agree that the Company may be held liable only for the value of the goods or services 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, dispatch personnel, or customer service representatives regarding our plans will not be binding on us unless set forth in this document.
16. The Company is not responsible for the discovery or removal of asbestos material.
17. This agreement is void if anyone other than a Company employee performs modifications to the system or equipment without prior written approval of the Company.