## TERMS OF CONTRACT

- 1. This contract becomes effective only if the serviceman determines upon the initial inspection that the oil furnace is in acceptable condition. If furnace is found not to be in acceptable condition, customer may choose to have it brought up to acceptable condition by paying for service at our regular service rates for parts and labor.
- 2. If automatic delivery is cancelled by customer or by Bogue because of non-payment of deliveries this contract will be void and non-refundable or pro-rated.
- 3. Any other parts not specifically mentioned will not be covered.
- 4. Bogue Oil reserves the right to terminate this agreement if the purchaser permits any person other than an employee or authorized agent of Bogue Oil to render service or adjustments to the equipment.
- 5. Calls taken under the following conditions will be charged for at current price for labor and parts.
  - Calls caused as a result of service procured from another source.
  - Calls caused where the owner or renter has attempted their own repairs.
  - · Calls caused by other than operational normal wear and tear.
  - Stored materials obstructing equipment area, Customer not home and did not provide access to furnace for pre-arranged service call.
  - Damage from restricted or clogged chimney, poor draft conditions.
- 6. This agreement does not cover any handling of asbestos.
- 7. Any permits or fees that are required are the financial responsibility of the customer and are not covered by the contract.
- 8. Bogue Oil is not liable for failure to provide service or materials when such failure is due to strike, fire, flood, freezing, accident, inability to obtain materials, war, action of any governmental body, or any other cause beyond the Company's control.
- 9. Bogue Oil will allow for 2 hours of LABOR MAX for covered parts only.
- 10. This contract is transferable from one customer to another, I.E. (Seller-Buyer).
- 11. Not responsible for any damages to home or unit when home/unit is unoccupied some restrictions apply.