## **General Conditions**

## **Generator Energy Savings Plans**

- 1. This agreement cancels and supersedes all prior agreements between the parties for service. The agreement will be automatically renewed annually at Santa Fuel's option. Santa Fuel, herein referred to as the Company, maintains the right to modify the agreement's price and/or other terms and conditions effective on the anniversary date. The invoice sent and paid constitutes final agreement by both parties. Either party may cancel the renewal of the agreement with written notice prior to the expiration date. Should this agreement be cancelled during the term of the agreement for any reason, there shall be no refund value. If the customer cancels the agreement for any reason before the end of the service period, the customer is responsible for the remaining balance on the agreement. This agreement is transferable.
- 2. This agreement is offered to all customers subject to an inspection and approval of their equipment. If upon inspection, customer's equipment is found to be unacceptable or obsolete, customer's agreement will be cancelled and a pro-rated refund will be returned to the customer. Repairs required to place equipment in acceptable conditions are excluded and will be charged separately.
- Customer agrees to notify Company promptly of any unusual operating conditions of the subject equipment. Customer further agrees to notify Company promptly of any suspected malfunction or defect in the equipment.
- 4. Customer agrees not to move or relocate equipment without notifying the Company. In the event Customer fails to notify, Company at its option may cancel this entire Agreement without refund or refuse to service the equipment so moved or relocated.
- 5. This Agreement applies to the generator only and not to electrical fixtures in the home or any other fixtures or devices. This Agreement does not include repairs made necessary as a result of fire, water, accident, or negligence. Company assumes no liability for delays or failures here under caused by any of the foregoing or for any cause whatsoever for damage resulting from delays in performing the service here under or for any consequential damage whatsoever.
- 6. Company shall be released from liability for any loss, damage, consequential damages, negligence, breach of Agreement, or any other damages of any nature based upon expressed warranty, implied warranty, or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the Company.
- 7. The expressed warranties contained herein are in lieu of any and all warranties, expressed or implied, including any warranty of merchantability or fitness for a particular use. Without limitation, Company shall not be liable upon any warranty theory, expressed or implied, regarding the manufacture or operation of any equipment installed by it with the exception that Company shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein. COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.
- 8. Company shall be released from liability for any delay or failure to render the service or to make delivery of any merchandise as set forth herein due to federal, state, or municipal actions or regulations; strikes or any other labor troubles; fires; or embargoes, accidents, war, or any other cause contingent to, or circumstances beyond the control of, Company and/or that make the fulfillment of this Agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein. COMPANY SHALL BE RELEASED FROM LIABILITY AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY CUSTOMER.
- 9. The standard of workmanship hereunder shall be that which is reasonable and customary.
- 10. Company shall be released from liability for any injury, loss, or damages whatsoever that are occasioned, in whole or in part, by defective design; faulty, incomplete, or erroneous plans or specifications; defective materials or parts; and defective operation or malfunction of any equipment. Company takes no responsibility for any instructions, directions, operating guidelines, or warranties contained in any book, booklet, guide, manual, or warranty from any manufacturer or dealer.
- 11. All payments under this Agreement shall be due when billed. Terms are due at time of service. In the event said charges are not paid when due, Customer agrees to pay service charge of 1.5% per month which is an 18% Annual Percentage Rate and which will be charged on the average daily balance on any account past due over thirty (30) days. Work is billed and due when service is rendered.
- 12. **Priority Service** is defined as first available service and will be billed at normal business hour rates (8:00 AM. -4:00 P.M.). Priority Service provided on holidays and/or outside of normal hours will be subject to a prevailing rate of 1-1/2 times, minimum 1 hour. Service will be performed as promptly as possible under normal conditions; however, we do not assume responsibility for secondary damages or damage resulting from delays or failure to render service due to conditions beyond our control.
- 13. The Customer agrees to all terms and conditions listed in this brochure during the term of this Agreement and any renewals thereof. The Customer agrees that in the event there are any changes in coverage in the future, the terms and conditions of this Agreement shall continue to apply.
- 14. The Agreement is not an equipment or system replacement agreement. The 10% replacement coverage towards parts and labor is not eligible towards new equipment installations.
- 15. Customer will receive an annual \$50 discount off the total price of any bundled Energy Savings Plans upon renewal of the combined agreements.
  Revised 1/10/2020



Protection for your generator



800.937.2682 www.santaenergy.com

154 Admiral Street Bridgeport, CT 06605



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## **Generator Energy Savings Plan**

\$25 per month (\$299 annually)1

An automatic backup power generator keeps power flowing to the critical systems in your home. Enjoy the comfort of knowing your generator, your backup power supply, will operate when you need it most. Benefits include:



#### **Annual 17 Point Tune-Up**

- 1. Change oil and filter
- 2. Inspect air filter
- 3. Replace spark plug & inspect spark plug wires
- 4. Inspect battery cable and terminal ends
- 5. Test battery for holding charge
- 6. Inspect battery trickle circuit
- 7. Inspect fuel lines and connections
- 8. Measure and adjust natural/lp gas pressure
- 9. Check all electrical connections
- 10. Measure output voltage and hertz
- 11. Check and record all gauges and timer readings
- 12. Set exercise cycle
- 13. Test transfer switch operations
- 14. Check general conditions
- 15. Inspect drive belts and pulleys
- 16. Inspect all hoses
- 17. Check coolant



#### 10% Discount on Service Work

Customers receive a 10% discount on service repairs (excluding system replacements).



#### **Priority Service & Scheduling**

Generator Energy Savings Plan customers will receive daytime priority service from our highly skilled and licensed technicians.

## **Generator Energy Savings+ Plan**

\$50 per month

The Generator Energy Savings+ Plan is our most comprehensive protection and will safeguard you from any unexpected issue that may occur. There's also a service technician on-call to help. Benefits include:



#### **Annual 17 Point Tune-Up**



10% Discount on Service Work



Two Visits per Year



#### 24/7 Wireless Generator Monitoring<sup>2</sup>

Our Wireless Generator Monitoring increases the reliability of your generator by eliminating 95% of all fail-to-start situations.



#### **Priority Service & Scheduling**



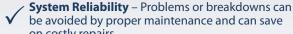
### 24 Hour Emergency Service

In addition to the benefit of daytime priority service, Generator Energy Savings+ Plan customers have extended 24/7/365 emergency service available.

## Benefits of a Generator Service Plan



**Extend Generator Life** – A properly maintained generator can last twice as long



on costly repairs Peace of Mind – Rest assured that your system is



safe, clean and efficient

## Installations

Customers enrolled in either of our Generator Energy Savings Plans will receive \$100 off a new installation



Santa offers a full range of services to meet all of the heating and cooling needs of Connecticut homeowners.

- Furnaces and Boilers
- · Oil, Gas, and Electric
- Air Conditioners & Heat Pumps
- Humidifiers
- Hot Water Heating (Oil, Gas, Propane, and Electric)
- Supplier of Home Heating Oil & Propane
- Energy Assessments
- Smart Thermostats

# **Combine our Generator Energy Savings** Plan with any of the following and









<sup>&</sup>lt;sup>1</sup> Generac Brand Generators Only.

<sup>&</sup>lt;sup>2</sup> Purchase of GenLink Required. Available on Generac Models only.