

My idea of *True Comfort*?

It's never having to worry about my heating or air conditioning.

Worry-free heating & cooling protection just \$29.95* per month*!



For generations, homeowners have placed the well-being of their families in our hands, and we've delivered.

From our distinguished heating and cooling solutions to our innovative trash/recycling and home security services, Burns & McBride is devoted to ensuring that your home is always comfortable and secure.

More than ever, we understand how important it is to help our customers

avoid costly repairs by extending the life of their equipment. We also help reduce their utility costs and do everything possible to protect against the sudden loss of heat or air conditioning. Sign up today for our **True Comfort Program** for \$29.95⁺ per month and enjoy worry-free heating and cooling protection*. You can enjoy true peace of mind about your home comfort because you have all these valuable benefits:

- 100% Satisfaction Guarantee**
We are here to make your home comfortable, for life! If you're not happy with the quality of our work, we'll do whatever it takes to make it right – **GUARANTEED.**
- 15% Discount on Any Required Parts/Labor**
You will receive a 15% discount off the bottom line for our heating and air conditioning services for as long as our True Comfort relationship remains in effect.
- Two Annual Preventive Maintenance Visits**
Regularly scheduled maintenance on your heating and air conditioning system can reduce breakdowns by as much as 95% and lower utility bills by 30%. We'll perform them for you like clockwork, on a regular schedule.
- 100% 60-Day "We Missed It" Guarantee**
We guarantee that if our technician's maintenance visit misses a necessary repair – **we will return to fix it – at no cost to you**, for sixty days from the original call.
- On-Time Service**
With our On-Time Guarantee, you can bank on it that we will arrive at the time we promise. We guarantee that if we're even one minute late, **we will credit up to \$300** towards your service or your account.
- Priority Service**
You are our priority! You can jump to the head of the line when you call! Your job will be scheduled ahead of others. This applies to routine and emergency calls.
- 24/7 Emergency Service Number**
- Transferable**
Your True Comfort agreement can either be transferred to your new home and/or to the buyer of the home if you sell your home!
- True Comfort Report**
We'll test the performance of your home comfort system whenever we visit your home and share the results with you. Our exclusive written "Report Cards" will assure you that your energy dollars are being used as wisely as possible.
- Repair Assurance**
For even more protection, you can purchase additional coverage which covers 100% of the cost of any repairs to your heating or air conditioning systems. (Some conditions apply.)
- Relax, We'll Call You!**
We'll call you and schedule your heating or air conditioning system tune-up so you don't have to worry about it.

We service ALL brands and types of equipment including oil, gas and heat pumps.



Oil Delivery
Heating / Cooling
Home Security
Trash / Recycling

Visit www.BurnsAndMcBride.com or
Call today **302-656-5110** or Toll free **800-756-5110**

*Terms and conditions apply. Call or visit our website for complete details. *Based on typical home with a heater, air conditioner, and gas or electric water heater.

TRUE COMFORT SERVICE PLANS

These Plans represent an Agreement between you and Burns & McBride for service to your home heating and cooling systems. Participant's acceptance of the Terms of these Plans, in their entirety, are evidenced by the participant's willingness to participate in the Plans and/or by Participant's remittance of payment, either in full or through monthly remittances. These Agreements become null and void if anyone other than Burns & McBride or its designees delivers heating oil, works on the equipment or our credit terms are not met. These Agreements cancel and supersede all previous Agreements.

GENERAL TERMS AND CONDITIONS This Agreement is governed by the General Terms and Conditions of Burns & McBride. Copies are provided annually to all customers and are available at any time on our website at www.burnsandmcbride.com.

ASBESTOS Because of potential health hazards to you, your family and Company personnel, the Plans do not cover maintenance work involving the removal of suspected asbestos. All asbestos testing and removal will be done at your expense.

INSPECTION Burns & Mc Bride reserves the right to inspect and approve the equipment to be covered under these Agreements. Equipment must be in compliance with current Code requirements and be in good working order when approved for coverage under one of these Agreements. Any repairs required to put the equipment into acceptable condition, will be billed to you at our prevailing rates.

RENEWAL These Agreements are effective for a period of one year and are self-renewing at prices in effect at the time of renewal. The customer will be provided reasonable advance notice of the automatic renewal, allowing them a time period of not less than 14 days to cancel the automatic renewal. There are no refunds or credits given for the customer's premature termination of these Plans. The equipment will be reviewed annually and as part of the renewal, Burns & Mc Bride reserves the right to change or not renew Agreements based on the age and condition of the equipment.

EMERGENCY SERVICE Coverage is available 24 hours a day, 365 days a year. Service requests on weekends, holidays, and on Monday through Friday after 8:00PM and before 7:00AM, that do not qualify as an emergency in the sole opinion of Burns & McBride, may be subject to applicable diagnostic fees and labor charges. An "emergency" is defined as a service event, which in the Company's sole judgment, would cause serious damage to a house or its occupants if not handled quickly.

REPLACEMENT CREDIT Customers with a Burns & McBride Service Agreement will receive a \$150 credit towards the replacement of that heating or cooling equipment by Burns & McBride..

LIMITATION OF LIABILITY We will not be liable for secondary damages or environmental claims caused by oil leaks, spills or soot from any source that are outside of our direct control. We will not be liable for damages to a building or its occupants from a heating or cooling failure, REGARDLESS OF CAUSE.

Burns & McBride accepts no responsibility and will not be liable for damages that may result from any HVAC failure in a vacant house, REGARDLESS OF CAUSE. Vacant properties should be checked daily by those responsible.

UNDER NO CIRCUMSTANCES WILL BURNS & MC BRIDE BE LIABLE FOR ANY LOSSES/DAMAGES OF ANY KIND RESULTING FROM THE FAILURE OR INOPERABILITY OF CUSTOMER'S SYSTEMS OR EQUIPMENT IN EXCESS OF THE PAYMENT RECEIVED BY BURNS & MCBRIDE UNDER THIS AGREEMENT.

LOW WATER CUTOFF As part of our annual cleaning procedures for a steam boiler, the low water cut-off will be flushed, however we accept no responsibility for the failure of this control. You should regularly flush the low water cutoff to prevent sediment from interfering with its operation.

REPAIR ASSURANCE UPGRADE

For an additional fee, the customer can purchase this coverage in addition to the True Comfort Service Plan on the equipment that they choose.

GENERAL INFORMATION Only the parts listed under contract coverage are covered and only when the failure is due to normal wear and tear. Repairs caused by water in oil tanks, sludge, freezing, fire, water leaks, floods, storms, electrical failure or surges, acts of God, improper water level, unavailability of parts through our normal suppliers, or repairs caused by someone other than Burns & McBride personnel or its authorized agents, will not be covered by the Service Agreement and will be billed at our prevailing rates.

Oil or natural gas appliances with a firing rate of greater than 400,000 BTUs per hour, air conditioners larger than 60,000 BTUs per hour, heaters or air conditioners located on roofs, attics, crawlspaces, suspended from ceilings, or in otherwise inaccessible locations, do not qualify for coverage under these Service Agreements.

PARTS AND SERVICES NOT COVERED BY REPAIR ASSURANCE Heat pumps, propane fired equipment, and power venters are not eligible for Repair Assurance Upgrade coverage under this agreement.

The following parts are not covered by the Repair Assurance Plan: air filters, air conditioning compressor, evaporator coil, condenser coil, refrigeration lines or fittings; refrigerant leaks or cracks, refrigerant systems using other than R22 or R410A, boiler sections, water leaks, radiators, baseboard radiation, boiler piping, domestic hot water coil, automatic water feeder, boiler gauge, circulator bearing, expansion tank, flow valve, low water cutoff, mixing valve, steam pressure controls and siphons, zone valve, chimney maintenance, direct vent inlet or exhaust pipes, heater or air conditioner jackets or trim, ductwork, heat exchanger, heat pump thermostats or controls, water heater tank failures, electronic and media air cleaners, humidifiers, Variable Speed motors, circuit boards, circuit breakers and fuses, evaporator drain pan, forced air zoning systems, oil lines, oil tank, oil fill and vent pipe, oil filter, preventive maintenance, and any other parts not included in the original manufacture of the system.

Service calls resulting from: Emergency switch in the "OFF" position, lack of required preventive maintenance, blown fuses or tripped circuit breakers, purging air from radiators, lack of oil if you are a "Will Call" customer, or fuel related problems resulting from sludge or frozen oil lines.

Service required for these repairs will be billed at our normal prevailing rates: Repair assurance will not cover the cost to install or replace a part if it is obsolete and no longer available through Burns & McBride's normal supply channels.

If the company determines the heating, air conditioning or water heating equipment has surpassed the average expected life (according to HVAC ASHRAE Report TC1.8 the average expected lifetime of a furnace is 18 years, a boiler is 21 years, an air conditioner/heat pump is 15 years and a water heater is 10 years) and the repair would have been covered by the Service Plan, the Company reserves the right to limit the maximum repair amount to \$350 per visit. If the Company's repair estimate for such equipment exceeds \$350, the customer has the option to pay the cost exceeding \$350 for the repair or to receive a check from the Company in lieu of the repair. Receipt of a check from the Company terminates coverage for that equipment.

Customers are responsible for scheduling their Preventive Maintenance visits. If your equipment requires service that is caused by a lack of maintenance, that call will not be covered under our Repair Assurance Plan. You will be billed for this call at our prevailing rates.

PARTS THAT ARE COVERED BY REPAIR ASSURANCE

Central Heating Parts

Aquastat (\$100 allowance)
 Oil Burner
 Cad Cell Flame Detector
 Draft Damper
 Smoke Pipe
 Oil Burner Primary Control
 Thermostat
 Blower Assembly
 Blower belts and pulley
 Blower Motor (\$100 Allowance)
 Combustion Chamber (\$100 Allowance)
 Factory Installed Wiring
 Emergency Switch
 Internal Fuses
 Fan Limit Control
 Circulator Relay
 Circulator Coupling
 Relief Valve (\$100 allowance)
 Temp/Pressure
 Relief Valve (\$100 allowance)
 Draft Inducer (\$100 allowance)
 Gas Burners
 Gas Valve (\$100 Allowance)
 Hot Surface Ignitor
 Ignition Module (\$100 allowance)
 Transformer
 Thermocouple
 Pilot Assembly
 Water Heater Heating Elements
 Water Heater Thermostat
 Circulator (\$100 allowance)

Air Conditioning Parts

Condensate Drain Line
 Condensate Pump
 Capacitors
 Condenser Fan Blades
 Condenser Motor
 Factory Wiring
 Hard Start Kits and Relays
 Disconnect Switch and wiring
 Contactors
 Crankcase heater
 Time Delay Relay
 Time Delay Fuses
 High Pressure Switch
 Low Pressure Switch
 Fan Relay

If a customer does not have Repair Assurance air conditioning coverage in effect and a residential heating part fails which is also used for air conditioning (i.e. the furnace blower motor), the covered part will receive a 50% credit towards the repair or replacement.