



## ANNUAL RESIDENTIAL OIL SERVICE KICKS SERVICE PLAN

Dear Valued Haffner's Customer:

We at Energy North Incorporated ("Haffner's", "Ayer Oil", "Putnam Fuels" Huhtala Oil", "Concord Oil, Hartmann Oil, "us", "we" or "our") are excited to let you know that we are rolling out our Annual Residential Oil Service Kick Plan ("Kicks Service Plan") to all our heating oil customers. As part of the Haffner's family, you are eligible to participate in our Kicks Service Plan which will initially run for a period of one year from your enrollment date (the "Initial Term") and will auto-renew on an annual basis.\*

By signing below I acknowledge and agree that (1) I have read and agree to the terms and conditions set forth in the Kicks Service Plan Summary and the Haffner's Service Plan General Terms and Conditions (the "General Terms and Conditions"), the terms of which are attached hereto and incorporated in full by reference, (2) the Kicks Service Plan and the services to be furnished thereunder are subject to the terms and conditions set forth in the Kicks Service Plan Summary and General Terms and Conditions (3) this signature page, the Kicks Service Plan Summary and the General Terms and Conditions (collectively, this "Agreement") constitute the entire agreement between Haffner's and me ("customer", "you", "your").

Print your name \_\_\_\_\_ Date \_\_\_\_\_

Sign your name \_\_\_\_\_

Contact Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Delivery Address: \_\_\_\_\_

Sign and Return

\*Payment can be made by mailing a check with your contract or by calling your local office and paying with a credit card. If you have any questions, please reach out for assistance.

\*\*Certain restrictions, terms and conditions apply. Please see the Kicks Service Plan Summary and the Haffner's Service Plan General Terms and Conditions for details.

### KICKS SERVICE PLAN SUMMARY

2 International Way, Lawrence, MA 01843

Tel: 1-866-485-4257 Fax: 617-440-9255

Email: [contracts@haffnersenergy.com](mailto:contracts@haffnersenergy.com)

HaffnersEnergy.com



**Annual Price: \$289.00 per year**

**Description of Services:**

**Under our KICKS Service Plan, we will perform an annual service for your heating system in the form of a system tune-up and efficiency test as follows:**

- **Clean Boiler or Furnace**
- **Clean Smoke Pipe and Chimney base if necessary**
- **Inspect and vacuum combustion chamber.**
- **Replace oil filter cartridge, and oil nozzle.**
- **Clean or replace pump strainer (as determined by our tech)**
- **Lubricate all motors.**
- **Clean and adjust electrodes.**
- **Test control safety timing**
- **Test low water cutoff (for steam systems only)**
- **Perform combustion efficiency test.**

**Our Kicks Service Plan includes an annual cleaning,\* also include a 15% discount on parts\*\* and labor performed to equipment covered under this Agreement.**

**Covered Burner Parts\*\*: blower bearings, blower belt, blower pulleys, burner air tube, burner coupling, burner fan, burner head, burner motor, nozzle, cad cell, draft regulator, electrodes, fuel pump, emergency switch, ignition transformer, primary control, smoke pipe, blower motor (for heating system only – *not* air conditioning), oil filter cartridge, fan, and limit control.**

**\*The annual service under our Kicks Service Plan must be scheduled by you by calling us at 1-866-IT-KICKS (1-866-485-4257). The annual service will be performed only during our normal business hours. As a participant in our Kicks Service Plan, you are eligible to receive priority scheduling for service. You must make your heating unit accessible to us so that we can service it and in order to properly perform an efficiency test you must have an adequate fuel supply to start up your system.**

**\*See exclusions on the next page and the General Terms and Conditions for parts, equipment, and/or services that are not covered under the Kicks Service Plan.**



Our Kicks Service Plan DOES NOT cover parts or labor when failure occurs because of any of the following:

EXCLUSIONS	
<ul style="list-style-type: none"> <li>• Failure of circuit breakers or fuses</li> </ul>	<ul style="list-style-type: none"> <li>• Customer leaving switch off or setting the thermostat low to operate unit</li> </ul>
<ul style="list-style-type: none"> <li>• Frozen oil or water lines</li> </ul>	<ul style="list-style-type: none"> <li>• Power venter or chimney problems</li> </ul>
<ul style="list-style-type: none"> <li>• Vacant or unattended premises or inaccessible areas</li> </ul>	<ul style="list-style-type: none"> <li>• Fuel tank failure or water or sediment in the oil line</li> </ul>
<ul style="list-style-type: none"> <li>• Lack of oil or service when caused by customers' failure to make payments when due or when customer is not on automatic delivery</li> </ul>	<ul style="list-style-type: none"> <li>• A/C related parts are not covered. If the part is used for both heating and A/C, you will be charged the difference between the heating only part and the heating A/C part</li> </ul>
<ul style="list-style-type: none"> <li>• Lack of preventative maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Equipment damaged by power surges or portable home generators</li> </ul>
<ul style="list-style-type: none"> <li>• Fuel flow problems</li> </ul>	<ul style="list-style-type: none"> <li>• Frozen heating systems or pipers</li> </ul>
<ul style="list-style-type: none"> <li>• Damage to heating systems caused by fire, flood, lightning, acts of God, electrical interruption or power surges, or lack of fuel.</li> </ul>	

Our Kicks Service Plan is ONLY available to our customers enrolled in automatic delivery. If you procure fuel or service from a source other than Haffner’s, or a company that is part of the Haffner’s family of companies, or cancel automatic delivery at any time, your Kicks Service Plan will automatically terminate.

Our Kicks Service Plan DOES NOT cover the following items, systems, or services:

- Replacement of entire unit or any of the following systems and devices: flues, duct systems, radiator’s, registers and grills, and heating system piping, electrical service from the circuit breaker to the unit, water leaks, heat exchanger repair or replacement, calls for plugged air filters or to balance heat to individual rooms, radiator replacement or repair, or oil lines replacement or repair.

If a part is not covered by the Kicks Service Plan, then labor is not included, and you shall pay us at our then current rates for such labor. If any services are not specifically covered by the Kicks Service Plan, you shall pay us at our then current rates for such labor. Services covered by our Kicks Service Plan are available during normal working hours, which are Monday through Friday from 7:30AM to 4:30PM (excluding holidays). After-hours service calls apply to “no heat” situations only. All other system malfunctions that do not cause the main heating system to malfunction will not be covered during non-business hours.

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## HAFFNER'S SERVICE PLAN GENERAL TERMS AND CONDITIONS

- A. These Haffner's Service Plan General Terms and Conditions (these "Terms and Conditions") together with our Kicks Service Plan Summary and your signature page (collectively, this "Agreement") are the only terms that govern our provision of services rendered under our Kicks Service Plans.
- B. The Kicks Service Plan and this Agreement shall only become effective after (i) inspection of your heating system or oil tanks by us and the results of such inspection are satisfactory to us in our sole discretion, (ii) our issuance to you of an invoice for the Kicks Service Plan, and (iii) our timely receipt of your payment for the Kicks Service Plan together with a copy of this Agreement signed by you. If your heating system or oil tanks do not meet our standards, you must bring your heating system up to our standards to be eligible to participate in our Kicks Service Plan. Our Kicks Service Plan only covers residential heating systems with a fire rate not to exceed 2.50 gallons per hour. If your system becomes obsolete or is over 20 years old, it may become ineligible for coverage under our Kicks Service Plan. We are not responsible for the repair or replacement of parts or equipment for any heating system that we deem to be obsolete or for which parts or equipment are no longer readily available. We shall not be liable for any damages or losses arising out of our inability to obtain replacement parts through our normal supply channels. The date on which your account has been confirmed eligible and we have received your signed Agreement and payment of invoice for the Kicks Service Plan will be the "Enrollment Date."
- C. Any amounts paid by you under this Agreement are non-refundable. The annual price for the Kicks Service Plan must be paid by you by the due date set forth in the invoice that we issue to you. Unless you provide us with a termination notice as set forth in Paragraph D below, you will be invoiced by us on an annual basis for the Kicks Service Plan.
- D. The Initial Term shall be for a one (1) year period commencing on the Enrollment Date. Following the Initial Term, the Kicks Service Plan and this Agreement shall automatically renew on an annual basis (each such period, being a "Renewal Term" and all Renewal Terms together with the Initial Term being the "Term") unless either of us provides to the other a written termination notice at least thirty (30) days prior to the end of the then current term. We reserve the right to adjust the pricing for our Kicks Service Plans on an annual basis and shall endeavor to provide you with any pricing adjustments in advance of your auto-renewal. We also reserve the right to cancel or discontinue the Kicks Service Plan without notice at any time. Should we cancel or discontinue the Kicks Service Plan, the unused portion of which will be credited to your account which may be used for future oil purchases or other services.
- E. We shall provide the services described in our Service Plan Summary (the "Services") in accordance with this Agreement. The Services will be performed using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. We will not be liable for a breach of the warranty set forth in this Paragraph E unless you provide us with written notice of the defective Services, reasonably described, within three (3) days of the time when you discover or ought to have discovered that the Services were defective. If you timely notify us of defective Services, we will, in our sole discretion, either (a) repair or re-perform such Services or (b) credit or refund the price for such Services paid by you. **THE REMEDIES SET FORTH IN THIS PARAGRAPH E ARE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH E.**
- F. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN PARAGRAPH E ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR ANY PARTS OR EQUIPMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. PARTS OR EQUIPMENT MAY HAVE A MANUFACTURER'S WARRANTY AND WE, TO THE EXTENT PERMITTED BY THE MANUFACTURER, WILL PASS ALONG SUCH MANUFACTURER'S WARRANTY TO YOU.
- G. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- H. **IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU TO US FOR THE KICKS SERVICE PLAN.**
- I. We may terminate this Agreement with immediate effect, and without refund of any unused portion of the Kicks Service Plan, if you: (a) fail to pay us any amount when due under this Agreement or otherwise; (b) fail to comply with any of the terms of this Agreement, in whole or in part; (c) you purchase heating oil from any source other than us; (d) your heating system is serviced by any person or company other than us; or (e) you terminate your enrollment in automatic delivery.

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- J. We shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from (a) acts or circumstances beyond the reasonable control of us including, without limitation, acts of God, flood, fire, earthquake, extreme weather conditions, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), (b) restraints or delays affecting carriers, (c) inability or delay in obtaining supplies or parts of adequate or suitable materials, (d) defective parts, (e) telecommunication breakdown, (f) power outage, or (g) your negligence or misuse of your heating system.
- K. Our Kicks Service Plan does not cover oil tanks, oil lines, or oil leaks and we are not responsible for any claims, damages or losses arising out of or resulting from any release of petroleum. We recommend to our customers that you replace any underground oil tanks and oil lines with above ground oil tanks and oil lines to minimize the possibility of leakage. Such types of services are not included in the Kicks Service Plan and an estimate for such services can be provided at your request. You shall indemnify, defend and hold us harmless from any and all claims, damages or losses arising out of or resulting from any release of petroleum.
- L. You shall not assign or otherwise transfer any of your rights or delegate any of your obligations under this Agreement without our prior written consent. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. We reserve the right to amend or otherwise modify the Kicks Service Plan Summary and Terms and Conditions on an annual basis. Any such amendments or modifications will take effect as of the first day of each Renewal Term. Your election not to terminate this Agreement pursuant to Paragraph D above shall mean that you agree to any amendments or modifications made by us to the Kicks Service Plan Summary and/or Terms and Conditions.
- M. All notices to be given under this Agreement must be in writing and shall be deemed received upon receipt. Notices to Haffner's must be delivered to our corporate office at 2 International Way, Lawrence, MA 01843. Notices to you will be delivered to your address set forth on your signature page. Notices must be delivered by personal delivery, nationally recognized courier, or certified or registered mail.

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