

TERMS – EXCLUSIONS & CONDITIONS

1. All contracts are only available to Main Brothers Oil Co., Inc. (dba Main-Care Energy) customers, who exclusively use Main-Care Energy fuel during the contract period. The contract(s) may be terminated without refund if your Main-Care Energy fuel account becomes thirty (30) days or more delinquent or other conditions are not met by the customer.
2. All contracts subject to inspection and approval for all equipment covered. Main-Care Energy reserves the right to decline coverage or renewal at any time.
3. All contracts will be in effect for one (1) year from the date of invoice, and will renew automatically every year unless terminated by either the customer or Main-Care Energy. The contract automatically terminates if the customer no longer purchases all of its fuel from Main-Care Energy. No credit will be issued if the contract is cancelled before the expiration date. Payments must be made within 30 days unless included in the Fuel Budget Payment Program.
4. Contracts are nonrefundable, under any circumstances, but may be transferred to new owner (subject to acceptance of Main-Care Energy's credit, delivery & payment terms).
5. Tune-Ups & Cleanings (for all contracts) - Customer is responsible for scheduling tune-up during the contract period. Tune-ups should be schedule during the months of March-October annually. Appointments requested November-February are subject to \$20 servicing fee (excluding initial required evaluation).
6. Annual Maintenance Check and required additional runtime maintenance must be performed in accordance with manufacturer's requirements in order to maintain Service Protection Plan coverage.
7. Main-Care Energy will use only new and factory reconditioned parts, subject to availability. All parts supplied by Main-Care Energy under this agreement are warranted for one (1) year against manufacturing defects. The customer's exclusive remedy for loss or damage of any kind arising from or related to parts or service provided by Main-Care Energy under this agreement is repair or replacement of the part provided by Main-Care Energy under this agreement. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE are made herein, and are expressly disclaimed to the extent permitted by law. The duration of any applicable limited warranty that cannot be disclaimed is limited to the one-year term of this limited warranty.
8. All contracts cover only those repairs and replacement parts which result from normal operation of equipment, during the effective period of the contract. Any person other than a Main-Care Energy employee rendering repairs or adjustments to the equipment, except as instructed by Main-Care Energy, will void contract coverage.
9. When it is no longer practical to continue servicing customer's equipment, due to age, condition or obsolescence, Main-Care Energy reserves the right to terminate this contract. However, Main-Care Energy, with customer's approval and at customer's expense will modernize customer's equipment which will continue this contract.
10. Main-Care Energy shall not be liable for, and the customer shall release and hold Main-Care Energy harmless from, any loss, cost or damage of any kind, including but not limited to incidental, special or consequential damages, environmental cleanup, property damage, or waste disposal service incurred by customer or by third parties, arising from or related to:
 - a. Any leak from or failure of any part of system, including any storage tank.
 - b. Any condition beyond Main-Care Energy's control, unattended or unoccupied buildings, riot, fire, explosion, flood, freezing, power loss or surge, oil leakage, water damage, strike, war or acts of God.
11. Main-Care Energy will provide service as soon as practical, during regular business hours under normal conditions or on an emergency basis if necessary. Main-Care Energy will not be liable for any delay or failure to provide service due to conditions beyond its control, including but not limited to any condition listed in paragraph 10 of this agreement, Acts of God, labor disturbances or strikes, unavailability of mechanics or parts, failure or interruption of customer's electricity, inaccessibility of the generator, storms, floods, or other severe weather conditions, or government laws or regulations.
12. All parts, equipment and/or labor not covered under a contract will be charged to the customer at prevailing rates and are payable in full (with credit approval) within 30 days of work completion.
13. Scheduled servicing appointments, including annual tune-ups, not cancelled with Main-Care Energy prior to arrival of service technician are subject to a one (1) hour labor charge at prevailing rates.
14. \$55 Gold Card renewal allowance is for qualified customers which can only be applied to the total cost of service contract and is not cash refundable. Service provided for other than covered annual maintenance and additional runtime maintenance will void the \$55 renewal allowance.
15. Not all parts are readily available. We will not be responsible for any problems that occur while waiting for parts.
16. Programs and prices may be subject to change without notice.

Additional Exclusions Applicable to All Contracts:

17. Main-Care Energy Service Plans do not cover: Engine Block, stator winding, rotor winding, generator housing or catastrophic failure.