

Terms and Conditions

- This Maintenance Program (Power/Power Plus Program) between you (Customer) and Company (Harris Comfort) lasts 1 year from date of Company acceptance (Ultimate Power Program lasts 2 years from date of Company acceptance). Maintenance Program is automatically renewed each term Customer meets its requirements, unless either party gives the other written notice of the intention not to renew at least 30 days before expiration of the then-current term. No refund or credit is allowed for early termination.
- Equipment is subject to inspection and written approval before Company is bound to the Maintenance Program. Any work Company determines is needed, to put equipment in condition for Company to initially be bound to this Maintenance Program, is excluded from coverage under this program; and must be contracted and paid in advance.
- If the real estate containing equipment applicable to this Maintenance Program is sold during any term of the program, Customer's rights are transferable if desired by purchaser; but only with pre-closing request for and prior written consent of Company (not to be unreasonably withheld). In no other case can Customer assign or transfer this Maintenance Program or any rights in it without the prior written consent of Company; any attempt to do so without such consent voids or limits the coverage at Company's option.
- This Maintenance Program applies to air-cooled standby generators only. Generators must be freely accessible. Maintenance Program does not apply to electrical wiring, fuel, or other items associated with or powered by standby generator, nor does it apply to liquid-cooled standby generators.
- If Ultimate Power Program is purchased, complete tune-up must be performed within first 365 days of the two-year contract term. Second annual oil and filter change must be performed within subsequent 365 days of the two-year contract term. All tune-ups, inspections and oil and filter changes must be performed during normal business hours (Monday-Friday, 8AM-5PM).
- Battery replacement not included. Company will not inspect electrolyte levels of sealed batteries.
- This Maintenance Program does not cover work needed in whole or in part because of: Customer or third party abuse or misuse; fire, lightning, flood or other casualty; freezing; precipitation or moisture; other abnormal conditions; faulty design, specifications, or installation; lack of maintenance; non-operation or malfunction of equipment; and other conditions beyond the control of Company; complying with any instructions, directions, operating guidelines or warranties contained in any materials from any third party such as a manufacturer, distributor, vendor, or dealer; or similar conduct by or on behalf of the Customer.
- Company alone decides how to correct a covered problem under this Maintenance Program; it need not stock or obtain obsolete parts or those unavailable through its ordinary sources of supply. All material and labor costs because a covered problem requires obsolete parts must be paid for in advance by Customer. Conditions making work unsafe for services by 1 worker require Customer paying for additional personnel at prevailing rates.
- Qualified contractors, at Company's discretion, may be used to do work for Company.
- Customer must promptly notify Company of any unusual operating conditions, including possible malfunction or failure, affecting any covered equipment or any equipment or system to which it connects. Company has a 24 hour/7 day a week answering service for any Customer notice not required in writing.
- Customer shall not move, relocate, repair, replace or modify covered equipment or any equipment or system to which it connects, without the prior written consent of Company. Unless Company unreasonably withholds such consent, any such conduct voids or limits the coverage at Company's option.
- Company need not furnish any equipment, labor, or other services (including but not limited to performing tests or upgrades) that are or may be recommended or required by any insurance company, governmental agency or authority, statute, regulation or other laws.
- The standard of workmanship hereunder shall be that which is reasonable and customary in Company's industry and service area.

- Service Hours: All tune-ups, inspections and oil and filter changes must be performed during normal business hours (Monday-Friday, 8AM-5PM). Emergency Service is available year-round, 24-hours a day. (Conditions allowing. Charges will apply.)
- The express warranty contained in this Maintenance Program applies only to repair or replacement of covered equipment, subject to limitations and exclusions specified. COMPANY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY GOODS AND/OR SERVICES TO BE PROVIDED TO CUSTOMER UNDER THIS MAINTENANCE PROGRAM INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.
- Company shall not be responsible at all for incidental or consequential damage or harm, interest, punitive damages, attorney fees or court costs, statutory damages (unless unwaivable) involving persons or property, whether to a Customer or third party, and whether based on negligence, breach of contract, reliance, estoppel, express or implied warranty, or any other legal theory. Company shall never be responsible for compensatory damages in excess of the amount actually paid to the Company for coverage under this Maintenance Program for the then-current term; and is responsible only up to the amount actually paid to the Company for coverage under this Maintenance Program for the then-current term when due solely to the prior negligence or breach of this Maintenance Program by Company.
- Payment Terms: All payments under this Maintenance Program shall be due when billed. Terms are net 30 days from the invoice date. In the event Company charges are not so paid when due, Customer must pay a service charge of 1.5% monthly (an 18% Annual Percentage Rate), applied to Customer's average daily balance commencing from the beginning of the invoice date on any account past due over 30 days. Company shall be entitled to recover from Customer any attorney fees or court costs (whether or not taxable under a Bill of Costs) that Company incurs in enforcing any of its rights under this Maintenance Program. If such legal expenses are required for collection of money due Company, it is presumed a reasonable attorney fee shall be 1/3 of the claim. Any payment noted or submitted as payment in full or in release of claims shall constitute a payment on account and not payment in full or the release of any claims, unless Company shall consent thereto in writing. Customer must pay a handling charge of \$30 for any payment check dishonored.
- This Maintenance Program, if signed for Customer outside of Bucks County, Pennsylvania, shall not be binding unless approved at Company's headquarters in Bucks County, Pennsylvania. Both parties waive any right to a jury trial. Every dispute pertaining to this Agreement, if not involving a consumer, shall vest exclusively in the Bucks County, Pennsylvania courts.
- By filling out and signing the attached registration card and returning it to Company, Customer agrees to all terms and conditions listed in this Maintenance Program. Customer agrees that if there are any changes in coverage for renewals, the renewal terms shall govern.
- No modifications, additions, changes or waivers apply to this Maintenance Program except in writing, signed by all parties.



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**GENERATOR
 MAINTENANCE PROGRAMS**

THE BACK-UP PLAN FOR YOUR BACK-UP PLAN

You don't need us to tell you why you invested in a generator. And if you're like most generator owners, you don't need to pat yourself on the back when your street loses power. Your family, friends and neighbors all know who has the juice. It's you, the one who plans ahead.



But how do you ensure that your generator will be able to continue generating the back-up power you need for your home's most critical appliances – the lights, refrigerator, security alarm, and comfort systems? Even the most dependable back-up plan needs a back-up plan, and that's exactly what Harris Comfort's Generator Maintenance Programs provide for you and your home or business.

Available for all air-cooled standby generators, Harris Comfort's Generator Maintenance Programs reinforce your property's first line of defense against power outages. Plus, they help keep your generator running efficiently, so that you aren't wasting fuel and money. The bottom line: they're a sound investment for people who are serious about protecting their most important investments – their home, their business and their family.

Please keep reading this brochure to find out more about Harris Comfort's three Generator Maintenance Programs – the Power Program, Power Plus Program and Ultimate Power Program – then fill out and return the enclosed card to enroll. You can also give us a call if you'd like to discuss the details of our maintenance programs, or if you have any questions or concerns about your home's back-up power supply. As always, Harris Comfort is here to help.



WHAT YOU GET

Annual Oil Change – Using 100% Synthetic Oil Only

Annual Filter Change

Discount on Subsequent Oil Changes if Needed

Loyalty Program Comfort Points

Complete Tune-Up

Second Annual Oil & Filter Change*

*Second Annual Oil Change must be performed during second year of contract term.

POWER



POWER PLUS



ULTIMATE POWER



POWER PROGRAM

Like automobiles, generators require regular oil changes to continue running efficiently. Most generator manufacturers recommend one oil change per year or 200 hours of operations (whichever comes first). The Harris Comfort Power Program includes **one annual oil and filter change**, and offers a **discount on any additional oil changes needed during the year**.

POWER PLUS PROGRAM

The Harris Comfort Power Plus Program goes 16 steps beyond the Power Program, with a **complete tune-up** that is recommended every two years or 200 hours of operation (whichever comes first). During a tune-up, one of our expert technicians will perform an annual oil and filter change as well as each of the following tasks:

INSPECT

- Control Panel
- Fuel Lines & Connections
- Oil Level**
- Enclosure Louvers**
- Battery
 - > Dryness
 - > Charge State
 - > Electrolyte Levels ***
- Air Cleaner
- Spark Plug(s)
- Valve Clearance
- Vibration
- Noise
- Leakage

CLEAN

- Enclosure Louvers
- Battery
 - > Remove Corrosion
 - > Clean & Tighten Terminals

CHANGE

- Oil Filter
- Air Filter
- Spark Plug(s)

**Additional inspection/maintenance by generator owner required. Please see owner's manual for details.

***Electrolyte levels checked on unsealed batteries only.

In addition, all other components will be inspected and cleaned if needed. Any replacement parts needed or recommended but not listed above will be noted and quoted, so you won't be hit with any surprise charges. Plus, you'll get all of the other benefits of the Power Program as well.

ULTIMATE POWER PROGRAM

For generator owners seeking the highest level of preventive maintenance, Harris Comfort recommends our Ultimate Power Program, offering **multi-year coverage including one complete tune-up and two annual oil changes** (one of which is performed as part of the tune-up).

During year one, we will perform a **complete generator tune-up**, including an oil change as well as all of the steps listed in the Power Plus Program. In year two, we will perform a **second oil change**. This way, you get all of the preventive maintenance benefits of the Power Plus Program (in the first year) and the Power Program (in the second).

Additionally, if you require more than one oil change during the first year, or more than two during the two-year term of the contract, Harris Comfort will perform each subsequent oil change at a discounted rate.

LOYALTY PROGRAM

Harris Comfort values the loyalty of all our customers, and we believe your loyalty should be rewarded. That's why we created the Harris Loyalty Program. This program awards Comfort Points for every dollar you spend on our products and services, and allows you to redeem these points for discounts on new equipment, as well as gift certificates and much more.



To receive and redeem Comfort Points, sign up for the Harris Loyalty Program by visiting www.harriscomfortpoints.com and creating an account. The Harris Loyalty Program is completely free with no commitment attached, and incredibly easy to join as all you have to provide is your Harris Comfort account number (viewable on your most recent billing statement) and your email address.



Once you've registered your account you can begin earning Comfort Points and redeeming them for big savings and other fantastic rewards. For more information, or to enroll, visit www.harriscomfortpoints.com.