

## **Terms and Conditions Guardian Care for Business Service Plan**

### **What the Plan includes:**

Each plan covers one piece of natural gas heating or central cooling equipment (appliance/venting/control equipment, as listed in the accompanying chart) and is available to owners or tenants of businesses who are currently customers of Bay State Gas. Plan coverage becomes effective after a pre-inspection and qualification of the heating or cooling equipment and acceptance of a completed application.

**SERVICES WILL ONLY BE PROVIDED AFTER YOU INFORM BAY STATE GAS OF A PROBLEM WITH YOUR EXISTING EQUIPMENT. THIS COMMITMENT DOES NOT PROVIDE ANY EXPRESSED OR IMPLIED WARRANTIES CONCERNING EXISTING EQUIPMENT OR CONDITIONS. WE DO PROMISE A RELIABLE COMMITMENT TO RESPOND TO YOUR CALL FOR SERVICE AND TO REPAIR OR REPLACE PARTS COVERED BY THE PLAN. HOWEVER, WEATHER CONDITIONS AND WORKLOAD MAY AFFECT RESPONSE TIME.**

### **What the Plan does not include:**

**FOR HEATING SYSTEMS:** The Plan does not cover all condensing boilers, air ducts, air filters, electronic air cleaners, air temperature control, airstat, Amana HTM heat transfer modules, asbestos coverings, A.C. coils and controls, balancing of system, chimney maintenance or repairs, clock or energy saving thermostat, air conditioners, dual fuel burners, Electronic Commutated Motor (ECM) or equivalent advanced furnace fan system, electric house wiring, fan coils and other auxiliary heating, gas piping, heat exchanger, heating jackets, trim, insulations, humidifiers, leaking boiler sections, line circuit breakers, pool heaters, radiator relief and vent valves, radiators, registers, seasonal turn-ons/offers, space heaters, systems containing glycol, tankless water heaters, vent dampers, water and steam piping, water coils, water heaters, heating equipment over 400,000 Btu/hr, roof top units, production equipment such as high pressure boilers used for dry cleaning and/or pressing, heating water for a laundry, car wash, or other types of processing equipment.

### **Equipment located in the following businesses are not included:**

- auto body shops
- welding or machine shops
- heavy manufacturing
- dry cleaners
- hair salons
- print shops

### **Heating systems not covered include:**

- Sears products
- Myson
- Glo-core
- Paloma Pak
- Hydor Pulse
- Celtic
- Veissmann
- Thermotron
- Lennox Pulse
- HY-TECH
- Voyager/Munchkin
- Peerless Pinnacle

**FOR CENTRAL COOLING SYSTEMS:** The Plan does not cover any parts NOT specifically listed, and any of the following major parts or systems: compressors or systems with dual/multiple or 2 stage compressors, reversing valves, chillers, or auxiliary equipment such as air ducts, air filters, electronic air cleaners, asbestos coverings, condensers and evaporators/A-coils (including cleaning), Electronic Commutated Motor (ECM) or equivalent advanced furnace fan system, electrical wiring, repair of refrigerant leaks, balancing of system, energy saving thermostat, zone controls, humidifiers and circuit breakers.

Cooling systems not covered include: Trane and Sears Products.

The Plan also does not cover systems exceeding five tons capacity, gas cooling systems (including ammonia), rooftop or window units and heat pumps.

**FOR ALL SYSTEMS:** Plan is not intended to bring non-complying equipment into compliance with state and local codes.

### **Other Important Plan Provisions**

This plan does not cover any materials, parts or labor required as a result of flooding, fire, freezing, riots, strikes, work stoppages, any abnormal conditions, Customer negligence, or the replacement, repair or maintenance of any devices, parts or controls other than those specifically covered by the Plan. Furthermore, Bay State Gas will not be liable for damages incurred by the Customer or anyone else caused by unavoidable delays, failure to service, obsolete parts, unavailability of parts, equipment failure, weather conditions, work stoppage, strike and other circumstances beyond the Company's control. To the fullest extent allowed by law, Bay State Gas' liability hereunder is limited to three times the amount paid under the Plan by Customer over the past 12 months and in no event shall Bay State Gas be liable for any indirect, consequential or incidental damages or lost profits. This Agreement is not for the benefit of anyone other than the Company and the Customer. Repair or replacement work on noncovered items can be handled by Bay State Gas at our regular service rates or we will assist you in contacting a plumbing and heating contractor.

The customer is required to provide Bay State Gas with safe and reasonable access to the premises and appliances. The Customer is responsible for routine cleaning, maintenance and replacement of air filters, air registers, the chimney and lubrication of motors. Bay State Gas does not perform routine maintenance as part of the Plan, but does offer certain of these services for an additional fee. To qualify for the Plan, equipment will be pre-inspected and must be in good working condition. The Company reserves the right to deny entrance into the Plan, and to not renew the Plan, at the Company's discretion. The Company may refuse to provide service under the Plan with regard to any equipment that is not in compliance with state and local codes. Equipment must be easily accessible to work on and have safe and unrestricted access.

**No refunds will be made for Customer's cancellation of this commitment prior to Plan expiration date.** All amounts due to Bay State Gas, including Plan fees, must be current in order to be eligible for service under the Plan. Company may cancel this Agreement with or without cause upon providing the Customer with notice of cancellation. Upon such cancellation, Company shall refund all unapplied Customer

payments. Customers will be subject to a late payment charge of 1.5% per month (A.P.R. 18%) for all amounts in arrears to the extent allowed by law. These Terms & Conditions and pricing are subject to change without notice.

**Effective 2/2008**

**FOR SERVICE – CALL 1-800-677-5052.**