

NJR Home Services General Terms and Conditions

Generator Maintenance Contract

This is your official agreement with NJR Home Services (NJRHS) and provides a detailed description of the terms and conditions of our service contracts. To get the most from your coverage, we recommend that you become familiar with this information and retain this booklet for future reference.

ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. PLAN SUBJECT TO CHANGE WITHOUT NOTICE.

EFFECTIVE September 2018.

GENERAL TERMS OF COVERAGE

SERVICE TERRITORY

Service is limited to NJRHS' current territory. We reserve the right to refuse service based on location.

SEPARATE CONTRACTS FOR EACH UNIT

This contract is for annual maintenance for one natural gas fueled standby generator. A separate generator service contract must be purchased for each generator you want covered. This contract will cover a natural gas, air cooled standby generator of up to 20 kW only. Liquid cooled generators and/or any generator above 20 kW are not eligible for coverage. **THIS CONTRACT DOES NOT COVER REPAIRWORK — IT IS ONLY FOR THE MAINTENANCE EXPRESSLY SET FORTH IN THIS CONTRACT.**

EFFECTIVE DATE

Your initial coverage officially takes effect at midnight on the 14th day following your oral or written commitment with NJRHS. The contract will end one year from the effective date. NJRHS will notify you in writing of your effective date. Contracts will renew automatically at the end of each one-year period.

CANCELLATIONS

You may cancel your service contracts at any time for any reason. To cancel, please notify Customer Services at 877-466-3657.

Refunds will only be given if you cancel within the first 30 days of coverage and you have not had a service call. If you cancel after 30 days, **NO REFUNDS WILL BE GIVEN.** If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the balance of the yearly contract cost.

TERMINATION

NJRHS may terminate your service contracts with no refund in the event any one of the following occurs:

- Parts are no longer available from the original manufacturer, and there are no reasonably available alternate or interchangeable parts
- Removal of a defective part or the installation of a replacement part by someone other than an NJRHS employee results in damage to the generator
- Removal of a piece of equipment by someone other than an NJRHS employee results in a safety hazard or an unsafe condition
- Generator is not used for its designed purpose
- Failure by owner to properly maintain the generator or to replace any parts necessary to maintain the generator in good condition, including cleaning or changing filters
- Repair costs would be greater than the original value of the generator
- Service will not be provided and contracts can be cancelled if customer's account is not in good standing

NJRHS shall have the right terminate this service contract on 10 calendar days' written notice if you materially breach or fail to perform any of your material obligations or responsibilities hereunder.

CONDITIONS OF COVERAGE

- NJRHS strives to render prompt, efficient and courteous service. Our response time will be determined by scheduling appointments that consider public safety, existing workloads, the nature of the service call and weather conditions.
- Work must be performed by NJRHS technicians. You will not receive credit or reimbursement for work performed, or parts installed, by other service providers under any circumstances.
- All parts under warranty replaced by an NJRHS technician become the property of NJRHS without any allowance or rebate at the discretion of NJRHS. If NJRHS chooses not to take possession of the parts, it becomes the customer's responsibility to dispose of them properly.
- NJRHS reserves the right to use universal parts to repair your equipment.
- **Customers must supply safe and ready access to all covered equipment** including but not limited to, adequate attic flooring and proper lighting and entry. NJRHS is not responsible for damage to attic ladders as a result of normal use. For safety reasons, a generator will not be serviced if it is surrounded by standing water or it is located outside and weather conditions make service unsafe.

ELIGIBILITY REQUIREMENTS OF ALL EQUIPMENT

- All covered equipment must conform to the requirements of the American National Standards Institute; be installed in accordance with local, state and federal codes; and satisfy both the manufacturer's and NJRHS' requirements for safe and proper installation.
- Before accepting any generator for coverage under the service contracts, NJRHS reserves the right to make an on-site inspection of the generator.
- To be eligible for coverage under the service contracts, the generator must be warranted by the owner to be in good operating condition, duly assembled and capable of functioning on the service contract's effective date.
- NJRHS reserves the right to deny or cancel coverage for a generator due to the non-availability of parts, inaccessibility, and the condition of the equipment or worksite, damage by a third party or the age of the generator.

CHANGE OF ADDRESS

- Coverage is not transferable to another address. If you move, call Customer Services at 877-466-3657 to cover the appliances in your new home.
- However, if a contract was paid in full for generator that remains in operation at the premises, the unexpired term of coverage will be applied to the new owner/occupant of the premises at no additional charge. If a contract has not been paid in full, you will be billed for the remaining payments.
- If you are selling your home, notify your realtor and closing agent. You may be able to recover costs.
- If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the remaining payments.

RENEWAL

For your convenience and to ensure that your home is continuously covered, contracts will renew automatically at the end of each one-year period. NJRHS reserves the right to change the terms and conditions at any time and to change the contract price upon contract renewal.

CHOICE OF PAYMENT OPTIONS

If you are a residential customer of NJNG, you may pay for coverage in full or make equal payments over a 6- or 12-month period. If you choose to pay on a monthly basis, the charge will appear on your regular monthly NJNG bill. **Service contract coverage is for a full 12-month period. If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the remaining payments.**

MISSED PAYMENTS

If payments are missed or late, NJRHS may demand immediate payment of the entire amount owed or immediate payment of costs (labor and parts) for all services provided, less any payments made to NJRHS. Service will not be provided and contracts can be cancelled if a customer's account is not in good standing.

GENERAL EXCLUSIONS

The following items are excluded from contract coverage but may be available for an additional charge:

- Appearance and trim parts and upgraded components
- Damage caused by misuse, abuse, vandalism, negligence, fire, freezing, power or supply outages, flooding, faulty design, improper installation, leaks from piping, lightning, power surges, acts of God and other conditions beyond control of NJRHS.
- Damage due to failure to maintain generator
- Engine
- Facilities used for commercial purposes
- Finish defects, rusting, corrosion, chips or flaws, exterior housing or component failure resulting from rust or corrosion on any generator or piece of equipment
- Generator shut-off valves, piping, flex connectors and fittings external to unit
- Liquid cooled generators
- Materials and labor for any service that is additional to that specified in the service contract, moving or relocating generator
- Mold cleanup or remediation
- Natural gas standby generators with a capacity of more than 22 kW
- Parts, other than those expressly designated as “replaceable” herein
- Parts replacement is subject to manufacturer and vendor availability or supply. Exclusions will apply based on model and/or availability.
- Pre-existing conditions, which include anything that was wrong with your generator at the time you signed up for the service contract

- Preventive maintenance and general inspections
- Recording of NJRHS employees by video or audio devices is prohibited.
- Repair work
- Service will not be provided and contracts can be cancelled if customer’s account is not in good standing.
- Unit replacements

ADDITIONAL CHARGES

- Replacement of standard batteries is not covered, but may be provided for an additional charge.
- Parts not covered in this contract may be ordered and installed by NJRHS, when available, for an additional charge at our standard repair rates.

EXCLUSION OF WARRANTIES AND LIMITATIONS ON DAMAGES

NJRHS MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES OF ANY KIND. ANY IMPLIED WARRANTIES OR GUARANTEES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL NJRHS BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND RESULTING FROM THE FAILURE OR INOPERABILITY OF GENERATOR OR SYSTEMS IN EXCESS OF THE PAYMENT RECEIVED BY NJRHS UNDER THIS AGREEMENT. NJRHS ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES OR HARM TO PERSONS OR PROPERTY CAUSED BY DELAYS, FAILURE TO SERVICE, MALFUNCTIONING OF THE GENERATOR, UNAVAILABILITY OF PARTS, LABOR DIFFICULTIES, ACTS OF NATURE OR OTHER CONDITIONS BEYOND ITS CONTROL. IN NO EVENT IS NJRHS LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED.

NJR HOME SERVICES COMPANY'S ("NJRHS") TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000.00). THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS AGAINST NJRHS IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.
Rev. 8

IMPORTANT SAFETY INFORMATION

Natural gas emergencies include:

- A strong odor of natural gas inside or outside your home
- A natural gas appliance that will not shut off
- Suspicion of a carbon monoxide leak

What to Do During a Natural Gas Emergency

If you are facing any of these situations, don't wait! Take the following action immediately:

- **MOVE** to a safe environment.
- **CALL 911** and your local natural gas utility (not NJRHS) at once to report the natural gas emergency.

- **DO NOT** smoke or operate electrical switches or appliances of any kind. **DO NOT** operate anything that may produce a spark that might ignite the natural gas and cause an explosion.

Natural gas appliances should always be operated and maintained according to the manufacturer's instructions.

Always take the time to become familiar with the instructions – especially safety warnings.

GENERATOR MAINTANCE CONTRACT PARTS COVERED:

The following items are covered during one maintenance visit per contract year under this contract (any subsequent maintenance/repair visit during a contract year by NJRHS is not included under the contract, and would require additional payments for parts and labor, as appropriate):

- One maintenance per contract year
 - Change air filter element (replaceable)
 - Change oil and oil filter (replaceable)
 - Change spark plugs (replaceable)
 - Check and clean enclosure louvers
 - Check battery electrolyte level and charger
 - Clean battery terminals
 - Check, clean air intake filter compartment—change air intake filter (replaceable) if necessary
 - Check complete fuel system, fuel regulator and fuel line integrity
- Check generator control panel
 - Clean and remove any residue from the generator transfer switch
 - Complete electrical check, voltage and frequency
 - Electrical diagnostic check of automatic standby system and voltage regulator
 - Overall inspection of engine compartment

The maintenance service covers one maintenance visit per contract year for the work described only, and does not relieve the owner of periodic maintenance and testing as described in the owner's manual (any subsequent maintenance/repair visit during a contract year by NJRHS is not included under the contract, and would require additional payments for parts and labor, as appropriate). NJR Home Services disclaims any responsibility for consequential damages to the generator or building loads. This contract covers only items listed. Check-ups do not include any repair work. Services requested but not covered under this contract will be billed at our normal time and material rates. The replacement of parts under these services is strictly limited to those parts described above as replaceable.



877-466-3657

njrhomeservices.com

NJR Home Services is not the same company as New Jersey Natural Gas, the utility, and is not regulated by the New Jersey Board of Public Utilities. You do not have to buy products or services from NJR Home Services in order to continue receiving regulated services from New Jersey Natural Gas. All plumbing services will be subcontracted to NJR Plumbing Services, Inc., Edward B. Glashan, Licensed Master Plumber, Plumbing Lic. # 36B100969200. Electrical Contractor Bus. Permit #34EB01231200 NJ Home Improvement # 13VH00361500. Frank Casey, Master HVACR contractor Lic. #19HC00366400. 1415 Wyckoff Road, Wall, NJ.