

NJR Plumbing Services

General Terms and Conditions

Tankless Water Heater Maintenance Contract

This agreement with NJR Plumbing Services (NJRPS) describes the terms of our maintenance contract.

To get the most from your coverage, we recommend that you read this carefully.

Important: This agreement is subject to change without notice.

EFFECTIVE June 2022.

GENERAL TERMS OF COVERAGE

SERVICE TERRITORY

Service is limited to NJRPS' 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 tankless water heater. A separate tankless water heater maintenance contract must be purchased for each tankless water heater you want covered. **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 NJRPS. The contract will end one year from the effective date. NJRPS 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 maintenance contract 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 yearly maintenance. If you had a yearly maintenance service, **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

NJRPS may terminate your maintenance contract with no refund in the event any one of the following occurs:

- Removal of a piece of equipment by someone other than an NJRPS employee results in a safety hazard or an unsafe condition
- Tankless water heater is not used for its designed purpose
- Failure by owner to properly maintain the tankless water heater or to replace any parts necessary to maintain the tankless water heater in good condition, including cleaning or changing filters
- Service will not be provided and contracts can be cancelled if customer's account is not in good standing
- Materially breach or fail to perform any of your material obligations or responsibilities hereunder

If NJRPS terminates the contract, it will mail a written notice to you at your last known address stating the reason for the cancellation and the effective date of the cancellation; however, notice is not required for a cancellation for nonpayment, material misrepresentation or omission, or a substantial breach of contract concerning the property or its use.

CONDITIONS OF COVERAGE

- NJRPS strives to render prompt, efficient and courteous service. Our response time may be affected by public safety concerns, existing workloads, the nature of the service call and weather conditions.
- Work must be performed by NJRPS-approved technicians. You will not receive credit or reimbursement for work performed by other service providers under any circumstances.

- **Customers must supply safe and ready access to all covered equipment**, including but not limited to, adequate attic flooring, and proper lighting and entry. NJRPS is not responsible for damage to attic ladders as a result of normal use. For safety reasons, a tankless water heater 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 NJRPS' requirements for safe and proper installation.
- Before accepting any tankless water heater for coverage under the maintenance contracts, NJRPS reserves the right to make an on-site inspection of the tankless water heater.
- To be eligible for coverage under the maintenance contracts, the tankless water heater must be warranted by the owner to be in good operating condition, duly assembled, and capable of functioning on the maintenance contract's effective date.
- NJRPS reserves the right to deny or cancel coverage for a tankless water heater due to inaccessibility, the condition of the equipment or worksite, damage by a third party, or the age of the tankless water heater.

CHANGE OF ADDRESS

- Coverage is not transferable to another address. If you move, call 877-466-3657 to learn about obtaining coverage for the appliances in your new home.
- However, if a contract was paid in full for a tankless water heater that remains in operation at the premises, the unexpired term of coverage will be transferred 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. NJRPS 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. **Maintenance 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, NJRPS 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 NJRPS. Service will not be provided and contracts can be terminated by NJRPS 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 NJRPS.
- Damage due to failure to maintain tankless water heater
- Finish defects, rusting, corrosion, chips or flaws, exterior housing or component failure resulting from rust or corrosion on any tankless water heater or piece of equipment
- Tankless water heater shut-off valves, flushing valves, piping, flex connectors and fittings external to unit
- Materials and labor for any service that is additional to that specified in the maintenance contract, moving or relocating tankless water heater
- Mold cleanup or remediation
- Pre-existing conditions, which include anything that was wrong with your tankless water heater at the time you signed up for the maintenance contract
- Recording of NJRPS 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

- Repairs and replacement of parts

EXCLUSION OF WARRANTIES AND LIMITATIONS ON DAMAGES

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

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 NJRPS 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.

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 NJRPS) 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.

**TANKLESS WATER HEATER 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 NJRPS is not included under the contract, and shall require additional payments for parts and labor, as appropriate):

- One maintenance per contract year, which includes the following:
 - Flush/De-scale (THIS DOES NOT INCLUDE THE CLEANING OF ANY FIRE/WATER TUBE HEAT CIRCULAR EXCHANGERS.)
 - Clean water inlet filter
 - Check and clean condensate pump
 - Visual Inspection of Flue, wiring and water leaks
 - Test unit operation

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 NJRPS is not included under the contract, and would require additional payments for parts and labor, as appropriate).

NJR Plumbing Services disclaims any responsibility for consequential damages to the tankless water heater or building loads. This maintenance 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.



877-466-3657
njrhomeservices.com

NJR Plumbing 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 Plumbing Services in order to continue receiving regulated services from New Jersey Natural Gas. NJR Plumbing Services, Inc., Edward B. Glashan, Licensed Master Plumber, Plumbing Lic. # 36B100969200.