



## Protection Agreement for Heating or Air Conditioning Equipment, Power Vent, Humidifier and Hot Water Tank

Agreement between:

Thermopompes N&R Sol inc located at:

1155, Ford Blvd  
Châteauguay, (Québec)  
J6J 4Z2  
514-856-7774  
Fax: 450-699-4744  
<http://thermopompesnrsol.com>

(Hereinafter called "Thermopompes N&R Sol inc") of the first part.

and: \_\_\_\_\_

(Hereinafter called the "Customer") of the second part.

Witnesseth that in consideration of the Consumer paying Thermopompes N&R Sol Inc. the Annual Rate applicable at the date hereof, or on any renewal hereof, for the Thermopompes N&R Sol inc. Protection Agreement for heating, air conditioning equipment, power vent, humidifier, hot water tank and heat exchanger subject to the terms and conditions set out below, Thermopompes N&R Sol inc. agrees with the Customer as follows:

### 1. SERVICE

Thermopompes N&R Sol Inc shall provide emergency service for «complete no heat » due to the failure of parts covered under this plan, from mid-October to mid-April of the calendar year, at no cost to the customer, taking into account the exceptions below. The emergency service could be anticipated, extended or cancelled depending on the climatic conditions, and this, at Thermopompes N&R Sol Inc discretion. Regular service hours are from Monday to Friday, from 8:00 am to 5:00pm.

### 2. PARTS REPLACEMENT

Thermopompes N&R Sol Inc shall replace and install any of the following parts as they become defective through normal use at no cost to the customer. Some maximum coverage's are indicated in bold characters.

#### A) Furnaces

**1. Burners system and it's components** : Hot water oil boiler, Forced air oil furnace, Forced air bi-energy furnace (electric/oil), Hot water bi-energy boiler (electric/oil), contracts 2(C), 2(H), 5(B), 6(B).

- |                   |                            |                                             |
|-------------------|----------------------------|---------------------------------------------|
| ▪ Blast tube      | ▪ Deflector                | ▪ Combustion chamber ( <b>Max 75.00\$</b> ) |
| ▪ Electrode       | ▪ End cone turbulence disc | ▪ Oil burner motor ( <b>Max ¼ H.P.</b> )    |
| ▪ Burner fan      | ▪ High tension wires       | ▪ Oil pump                                  |
| ▪ Burner coupling | ▪ Nozzle                   | ▪ Oil pump coupling                         |
| ▪ Cad cell        | ▪ Protection relay         | ▪ Combustion air-gate                       |
| ▪ Transformer     |                            |                                             |

**2. Fan system and it's components** : Forced air oil furnace, Natural or Propane gas furnace, Electric furnace, Forced air bi-energy furnace (electric/oil), contracts 2(H), 3(G), 4(E), 5(B).

- |                         |            |                                            |
|-------------------------|------------|--------------------------------------------|
| ▪ Fan shaft and bushing | ▪ Pulley   | ▪ Fan motor ( <b>Max ½ H.P.</b> )          |
| ▪ Fan motor pulley      | ▪ Fan belt | ▪ Blower assembly ( <b>Max 12 inches</b> ) |

**3. Other components** : Hot water oil boiler, Forced air oil furnace, Forced air bi-energy furnace (electric/oil), Hot water bi-energy boiler (electric/oil), contracts 2(C), 2(H), 5(B), 6(B).

- |              |           |            |
|--------------|-----------|------------|
| ▪ Oil filter | ▪ Whistle | ▪ Oil gage |
|--------------|-----------|------------|

**4. Electric or electronic components :** Hot water oil boiler, Forced air oil furnace, Natural or Propane gas furnace , Electric furnace, Forced air bi-energy furnace (electric/oil), Hot water bi-energy boiler (electric/oil), contract 2(C), 2(H), 3(G), 4(E), 5(B), 6(B).

- High limit control
- Current monitor
- Relays
- Transformer
- Integrated Aquastat
- Electric element
- Contactor **Max 60 Amp**
- Temperature sensor
- Surface Aquastat
- Run capacitor
- Low voltage fuse or breaker
- Circuit Board **(Max 250.00\$)**
- Thermostat **(Max 100.00\$)**

**5. Natural or Propane gas furnace :** Contract 3(G).

- Gas valve
- Stop valve
- Surface igniters
- Negative pressure control
- Igniter control
- Burner and its components
- Gas evacuation motor

**B) Heat pump, Wall mounted heat pump, Central Air conditioner, Wall mounted air conditioner :** contracts 1(P), 11(M), 12(A), 11(A). **We respect the Règlement sur les halocarbures.**

### **1. Cooling**

- Capillaries
- Muffler
- Acces valve
- Accumulator
- Piping
- 1 (one) leak test by contract duration)
- Reversing valve
- Refrigerant R410A
- Expansion valve
- Low pressure control
- High pressure control
- Compressor **(Max 500.00\$)**
- Expansion device
- Interior coil **(Max 250.00\$)**
- Exterior coil **(Max 500.00\$)**
- Liquid line dryer for refrigerant

### **2. Electric**

- Automatic switching device
- Thermistor
- Crankcase heater
- Relays
- Contactors
- Temperature sensor
- Defrost sensor
- Transformers
- Run capacitor
- Start capacitor
- Exterior thermostat
- Remote control **Max 100\$**
- High temperature cut-off
- Low temperature cut-off
- Exterior fan motor
- Fan motor fan blade
- Thermostat **(Max 100.00\$)**
- Defrost control **(Max 250.00\$)**
- Control board **(Max 250.00\$)**
- Circuit board **(Max 250.00\$)**

**3. Air conditioning and heat pump wall units :** contracts 11(A), 11(M)

- Interior fan motor and it's components **(Max 100.00\$)**

**C) Power vent :** contract 8(P) for existing customer only.

- Blower motor
- Barometric damper
- Back draft damper
- Blower assembly
- Timer
- Junction box
- Blower insulation
- Mechanical relay
- Negative pressure control
- Time delay relay
- Flow switch tube

**D) Humidifier :** contract 9(H) for existing customer only.

- Drum
- 24 volts motor
- Water tank
- Humidistat
- Drum support
- Cover screws
- 24 volts transformer
- Water level control
- Flexible air duct

**E) Oil hot water heater :** contract 10(C)

- Burner and it's components
- Burner aquastat
- Nozzle
- High limit control
- Combustion chamber **(Max 75.00\$)**

### 3. ANNUAL VERIFICATION

Thermopompes N&R Sol Inc will provide one (1) annual inspection during normal business hours, for each equipment covered, and this, according to common industry practices. Should a service call be needed prior to the annual inspection, the following shall be done during the service call.

### 4. EXCLUSIONS

**A)** The plan does not cover service calls for the reasons hereunder (such service calls will be billed at the current service rate):

- Adjustments of the thermostat
- Pressing on the reset button
- Turning the furnace switch at the "ON" position
- Starting up the furnace following a power failure
- Starting up the oil burner for the client following an oil shortage
- Frozen propane regulator, propane shortage
- Replacement of burn fuses or switching of the breakers in the electrical panel
- Blocked air filter
- De-icing or snow cleaning of the heat pump

**B)** This plan does not apply to the repair, maintenance or replacement of equipment parts or accessories listed below:

- |                                                                               |                                                                                          |                                                                                                                 |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| ▪ Electronic or air filters (unless contract 7(F))                            | ▪ Combustion efficiency test                                                             | ▪ Drain pump                                                                                                    |
| ▪ High voltage power supply wires                                             | ▪ Sound trap                                                                             | ▪ Heat pump rack                                                                                                |
| ▪ Alteration of any equipment                                                 | ▪ Event cap                                                                              | ▪ Acoustic isolation                                                                                            |
| ▪ All parts and components for the hot water distribution system              | ▪ Fan motor ¾ HP or more                                                                 | ▪ Suction dryer                                                                                                 |
| ▪ Burnt fuses or defective breakers or power shortage in the electrical panel | ▪ Draft control                                                                          | ▪ Acid away                                                                                                     |
| ▪ Underground or inaccessible oil lines                                       | ▪ Shell and tube heat exchanger                                                          | ▪ Automatic switching device                                                                                    |
| ▪ Circulation pump                                                            | ▪ Safety valve                                                                           | ▪ Cover, cover support, cabinet or casing of the power vent                                                     |
| ▪ Expansion tank                                                              | ▪ Temperature indicator                                                                  | ▪ Water treatment                                                                                               |
| ▪ Radiators                                                                   | ▪ ABS or PVC chimneys                                                                    | ▪ Water valve                                                                                                   |
| ▪ Relocalisation of thermostats                                               | ▪ Gas pipe                                                                               | ▪ Humidifier sponge                                                                                             |
| ▪ Heat exchanger of any equipment                                             | ▪ Propane tank                                                                           | ▪ Magnesium anode, security valve, stop valve, drop tube, sewage valve, annual drainage or oil hot water heater |
| ▪ Zone system and it's components                                             | ▪ Propane regulator or gas meter                                                         | ▪ Air induction/exhaust valve                                                                                   |
| ▪ Frozen oil lines                                                            | ▪ Casing for the furnace, humidifier, electronic filter, hot water heater, air exchanger | ▪ Air exchanger diffuser                                                                                        |
| ▪ Disconnect                                                                  | ▪ Calibration of the air distribution system                                             | ▪ Air exchanger grill                                                                                           |
| ▪ Air ducts                                                                   | ▪ Internal cleaning of the ventilation shaft                                             | ▪ Oil line, stop valve of oil tank and oil tank.                                                                |
| ▪ Humidifiers and it's components (unless contract 9 (H))                     | ▪ Chimneys                                                                               | ▪ Refrigerant R-22 as of 01/01/2020                                                                             |
| ▪ Smoke pipe                                                                  | ▪ Chimneys liner                                                                         | ▪ Conversion of a system operating on R-22 refrigerant to a replacement refrigerant                             |
| ▪ Interior hot water heater (unless contract 10(C))                           | ▪ Anti-vibrations joint                                                                  |                                                                                                                 |
|                                                                               | ▪ Exterior or interior grill                                                             |                                                                                                                 |
|                                                                               | ▪ Condensation drain pan or trash                                                        |                                                                                                                 |

- C)** Thermopompes N&R Sol inc. shall not, at its own costs, repair or replace parts which may require repair or replacement due to the Customer's negligence, or that of the Customer's family or others acting on behalf of the Customer, including but not necessarily limited to, other service contractors; or any person other than a representative or employee of Thermopompes N&R Sol inc.
- D)** Thermopompes N&R Sol inc. shall not effect changes, replacements, upgrading or repairs that are may be required by any applicable by-laws or statutes.
- E)** Service calls do not cover pointless visits caused by inaccessible equipment. It is the client's responsibility to ascertain that the equipment covered by the plan is accessible.

## **5. EQUIPMENT ELIGIBILITY**

Thermopompes N&R Sol inc. shall be allowed thirty (30) days from the date od application to visually inspect the Customer Owned Unit. Such inspection applies only to those parts of the Customer Owned Unit protected under the Plan. Upon inspection, Thermopompes N&R Sol inc. shall determine whether or not the Customer Owned Unit qualifies for the Plan. Thermopompes N&R Sol inc. is unable to assess the physical condition if an oil storage tank beyond exterior inspection of the tank. The customer is responsible for periodically checking the tank to ensure leaks have not occurred.

In the event that the customer owned unit does not qualify, Thermopompes N&R Sol Inc shall, within an additional fifteen (15) days, notify the customer and refund or credit customer's account any moneys paid by the customer and the plan shall be deemed never to have been in effect. If at any time during the term of this contract , Thermopompes N&R Sol Inc at its discretion, determines that the oil tanks are no longer functional, the client will have to replace the oil tank before the end of the contract, for lack of which the service may not be renewed.

## **6. CUSTOMER OBLIGATIONS**

The Customer is required to notify Thermopompes N&R Sol Inc as soon as possible:

- a. Of any problem with the Unit covered by this Plan.
- b. Of any service to or alteration of the unit not performed by Thermopompes N&R Sol Inc, or one of its authorized agents.

The client has 30 days to settle off any and all invoices owed to Thermopompes N&R Sol Inc resulting from one of the elements in point 5 of this plan. All amount owed beyond this delay will lead to the suspension of this plan without further notice or reimbursement.

Vacant premises : An abandoned building acquits Thermopompes N&R Sol Inc of all responsibilities.

## **7. LIMITATION OF LIABILITY**

YOU ACKNOLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL WE AND OUR AGENTS, CONTRACTORS OR LICENSEES, BE LIABLE FOR ANY DIRECT OR INDERECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF COVERED PROPERTY OR ANY OTHER PROPERTY, INCLUDING WITHOUT LIMITATION REAL OR PERSONAL PROPERTY, PRODUCTS OR EQUIPMENT(S), OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF THE UNIT COVERED UNDER THIS PLAN, DELAYS IN SERVICING OR REPAIRING THE INABILITY TO SERVICE OR REPAIR THE UNIT.

## **8. OWNERSHIP OF EQUIPMENT**

The customer agrees that all the equipments are the property of the customer and are deemed to be in good condition. Thermopompes N&R Sol Inc liability hereunder does not extend to damages caused by leaking storage tanks or oil lines inside or outside the residence, above or below the ground, or the failure of one of the equipments and Thermopompes N&R Sol Inc is not liable for secondary or consequential damages.

## **9. CONDITIONS OF PARTS REPLACEMENT**

- A)** Thermopompes N&R Sol inc. shall have the sole right to decide whether any parts shall be replaced for the proper, safe and efficient operation if the Unit and also to decide whether a new or rebuilt part shall be used.
- B)** Thermopompes N&R Sol inc. shall seek customer approval before changing or replacing any parts not covered under this agreement.

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