

Electrical Service Agreement Plan E

Priority Emergency Service: Our normal electrical hours are 7AM to 7PM Monday thru Friday. For customers with Electrical Service Agreements there is no Trip/Diagnostic Fee for calls during these hours. For after hour service the Trip Charge is \$99.95

Our Electrical Inspection Includes The Following:

- **Home:** Inspect to current code status.
- **Main Electrical Panel:** Inspect and test all circuit breakers for proper operation. Re-torque all electrical connections. Identify and label each branch circuit. Perform current load test on each main feed line and balance load when required.
- **Lighting:** Inspect and test all indoor and outdoor lighting for proper operation. Replace, free of charge, up to two standard incandescent lights (40, 60, or 100 watt), up to two four foot standard fluorescent light bulbs, and one standard floor or spot light (75, 100, or 150 watt).
- **Smoke Detectors:** Inspect and test, replace up to two nine volt batteries, free of charge.
- **Timers; Dimmers:** Inspect, test, and adjust.
- **Electronic Appliances:** Inspect for surge and lightning protection.
- **Electric Receptacles:** Inspect and test for proper polarity, opens, shorts and grounds.
- **Ground Fault Receptacles:** Inspect and test safety shutdown operation.

Service Parts and Labor

All electrical service will be billed at 10% off our normal rates.

General Conditions

- 1) Eligibility for coverage will be determined by an inspection of your system by an E.T. Lawson Electrician. We reserve the right to decline acceptance. If upon inspection repairs are needed and the customer declines, we also reserve the right to decline acceptance of the system for coverage.
- 2) The Biennial Electrical Maintenance will be performed at a time mutually convenient to the homeowner and E.T. Lawson. E.T. Lawson will attempt to schedule this maintenance with the customer; however it is the ultimate responsibility of the homeowner to schedule this checkup. This service is scheduled annually or biennially depending on the option selected by the customer.
- 3) Our obligation to furnish replacement parts is subject to availability from our normal source of supply.
- 4) This agreement cancels and supersedes all prior agreements and will remain in force for one year. It will automatically renew at our prevailing rates unless cancelled by either party within 30 days of renewal. If you move you may assign this plan to the new homeowner at no charge provided all of your outstanding bills with us are paid and the new homeowner agrees to all the general conditions of this agreement.
- 5) In the event you elect to cancel this agreement a pro rate refund not to exceed 50% will be made only if the annual electrical check has not been rendered; or if no electrical service call has been rendered; or if there is no outstanding debit balance on your account.
- 6) E.T. Lawson will declare this agreement null and void if: your electrical system is serviced by anyone other than an E.T. Lawson authorized service representative; you add or delete components from the system without notifying us; you fail to pay any invoice, when due, that is received from us; you cancel your automatic delivery agreement for heating oils with us. If we elect to cancel your agreement for the reasons listed there will be no refund.
- 7) E.T. Lawson shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any damages of any nature based upon express warranty, implied warranty or other legal theory due to the nonoperation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or nonoperation of said equipment is due solely to the negligence of E.T. Lawson.
- 8) The expressed warranties contained herein are in lieu of any and all other warranties, expressed or implied, including any warranty or merchantability or fitness for a particular use. Without limitation E.T. Lawson shall not be liable upon any warranty theory, expressed or implied, regarding the manufacture or operation of any equipment installed by it with the exception that E.T. Lawson shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein. E.T. Lawson thus disclaims any implied warranty whatsoever.
- 9) E.T. Lawson shall not be liable for any delay or failure to render service or to make delivery of any merchandise as set forth herein due to federal, state or municipal actions or regulations; strikes or labor troubles; fires; embargoes; accidents; wars; or any other cause contingent to or circumstances beyond the control of E.T. Lawson and /or that make fulfillment of this agreement impractical. On removal of cause of such failure or interruption, performance shall be resumed pursuant to the terms set forth herein.
- 10) E.T. Lawson shall not be responsible or liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation or malfunctions of equipment or for any equipment that the owner specifies or that is designated by the owner's instructions or specification. Neither shall E.T. Lawson be liable for any faulty plans and specifications furnished by others.