

## TERMS AND CONDITIONS

### 1. LIABILITY

The client agrees that POOLMASTER Canada Inc. shall not be held responsible for any damages caused by hydrostatic, frost or any other pressures to the pool, or any part of the pool, or related equipment or plumbing or patio, at any time. The client agrees that POOLMASTER cannot assume responsibility or liability for the present or future state or condition of the Owner's pool and equipment.

### 2. OVERDUE ACCOUNTS

All accounts are payable upon receipt of invoice; 2% per month is payable on overdue accounts. Any claims against charges must be made in writing within 10 days of invoice.

### 3. POOL PAINTING

POOLMASTER will undertake the painting of the client's pool in a professional and workmanlike manner, consistent with the established industry standards and using only top quality pool paint. However, POOLMASTER cannot assume responsibility for poor paint adhesion to a previously painted surface since it is not possible to guarantee that the existing coat will act as a satisfactory base to receive a new layer of paint without itself lifting or causing loss of adhesion. Should staining or discolouration of the newly painted surface occur during the drying or filling phase, due to circumstances completely beyond our control, (such as rain, animals, windborne leaves, petals, debris etc. entering the pool), POOLMASTER reserves the right to recover extra costs incurred in repainting, at our published rates.

### 4. MATERIALS AND SUPPLIES

In the course of the opening procedure, POOLMASTER staff are instructed to supply to the pool owner, the parts and supplies deemed necessary for correct pool operation. Should the pool owner subsequently decide not to retain such items, they may be returned by notifying POOLMASTER'S office within a period of 10 days from completion of the work, after which time they will be considered as purchased and billable goods.

### 5. NON-TRANSFERABILITY OF OBLIGATIONS

In the event of the sale of the property for which contracted services have been executed, the original pool owner agrees to full payment for charges incurred.

### 6. PROVISION OF CHEMICALS

The standard services quoted on the face of this Order Form do not include the cost of the chemicals needed or used unless specifically stated. If available, owner's chemicals are used. If needed, but not available, POOLMASTER will supply and bill the owner for them.

### 7. SERVICING OF CABANAS, POOL-SIDE BUILDINGS, SOLAR SYSTEMS, ETC.

POOLMASTER, during the Opening or Winterizing of the pool and/or hot tub, will not service any ancillary equipment such as solar systems, toilets, showers, sinks, water heaters, sprinkler systems, fresh water feed piping, gas-fired bar-b-q's, etc. which are inside or outside any Cabanas or Pool-side structures; servicing such items is the responsibility of the pool owner.

### 8. LIMITED WARRANTY

All parts used in filling this order are warranted to be free from manufacturing defects for a period of thirty days. All work will be undertaken in a professional and workman-like manner.