

Terms and Conditions

CONDITIONS:

Cancellation: In the event that the customer/buyer requests the cancellation of this agreement, Excavations Skella without prejudice to all rights vested under the law, may

retain as damages, any deposits paid by the customer/buyer upon signature of this agreement.

Transfer of warranties: Warranties can be transferred to a new property owner subject to Aquarino being advised in writing within 30 days of such transfer. In such instances, Aquarino reserves the right to inspect the pool to ensure its' good condition.

Application of warranty: When the pool is not installed by Aquarino, any damage caused by a deficient installation will not be covered by the warranty. Furthermore, any repair to the pool when required, must be completed by Aquarino or a repair company approved by Aquarino. Any repair completed without adhering to the above will nullify application of the warranty.

Warranty is not applicable as long as customer has any outstanding amounts due to Excavations Skella.

GENERAL:

The customer/buyer will in any way be solely responsible for the conditions of the soil, both in nature and in configuration. The terms, conditions and guarantees/warranties mentioned in this document as well as the contract intervened between the parties are therefore subject to this one. The buyer/consumer has an obligation to always ensure, the recommended and appropriate maintenance of the pool, accessories, and pavers and slabs if any, in order to ensure the execution of the respective guarantees applicable to these. Any misuse, inappropriate and inadequate use of the assets could render the respective guarantees of these assets null and void.

WARRANTIES

Swimming Pool: Aquarino pools are guaranteed against defects for a period of 25 years. The explicit clauses of this warranty are detailed at Aquarino.ca/About us/Warranty. A confirmation of your warranty registration will be forwarded upon your registration on the web site. Furthermore, a User Guide will be forwarded upon finalization of your contract.

Related equipments: Warranty on the swimming pool's equipment (filter, pump, heat pump, etc.) is offered by the respective manufacturers (example Hayward, Pentair etc).

Installation of the pool: The pool installation by the Excavations Skella is guaranteed for a one year period.

Concrete sidewalk and coping: Pavers/Slabs: are guaranteed for a period of one year against any collapse as well as dissolution of Polymeric sand. No guarantee against frost and/or thaw. No guarantee if the color of the concrete is altered as a result of the use of salt or chlorine. The color of the pavement and the coping can be different. Note that this warranty is only applicable when installed by Aquarino Team. Furthermore, Rinox pavers have a lifetime warranty from the manufacturer against any manufacturing defect. Note that the guarantee is voided if a fence was installed/anchored into the pavers/slabs. No guarantee applicable on pavers if client wants only the 16 inches coping.

OTHER CONTRACTUAL CLAUSES:

Installation: Before installation, the customer/buyer will ensure that a verification of the presence of any electrical wires, pipes or others is completed. In the event that this verification was not completed, Aquarino will not be responsible for any damage caused during excavation/installation of the pool including any damage to septic tank, leaching field or the environment. Any tree, fence, wall or other obstruction to be removed for the execution of the works will be the responsibility of the customer/buyer. When required, the customer/buyer will have to facilitate access to the workplace for the execution of the present contract. Excavations Skella will not be responsible for damage caused to the ground, the pavement, the asphalt and/or the environment during the installation of the swimming pool.

The customer/buyer will be responsible for all the additional costs incurred during the installation in the case of unstable ground, surplus of crushed stone required (a specific quantity of stone is included for the backfilling of every swimming pool, according to its size), of solid rock or other obstruction (including for example the removal of air-exchanger) not specifically mentioned in the present contract. Additional expenses incurred when a surplus of backfill material exceeding 2 tons is required, will be charged to the customer/buyer. Furthermore, in the event that Excavations Skella determined that installation was not possible due to the presence of rocks, water or other matters, the client remains responsible for the excavation costs incurred.

The customer/buyer remains responsible for proper drainage of his/her property and must at all time ensure that water levels around the pool remain at acceptable levels as determined in the document "Explanations and maintenance of your fiberglass pool".

Damage to the pool or pavement area caused by poor drainage remain the responsibility of the customer/buyer at all time.

The customer/buyer will be responsible to have all electric and/or gas connections required for the pool equipment as well as to ensure that water supply is available and the swimming pool installation respects all local laws and regulations.

Safety of the work site:In order to provide minimum safety of the job site during execution of the project, a temporary fence will be provided by Excavations Skella. However, overall responsibility of safety around the pool area remains with the homeowner at all time.

No clause of this contract may be amended

Buyer : _____ *Date :* _____

Signature:

Date Signed: