

## CONDITIONS OF AGREEMENT

1) Signer/Owner/Manager ("Owner") agrees to pay Autochem Corp. ("Company") from here on through known as Owner and Company respectfully, for all services authorized and asked for on this contract within the terms stated on Owner's invoice. It is understood that if payment is not received by Company within 30 days of billing period, that a 1.25% per month finance charge shall be applied to balance due. Owner further agrees that in the event their account balance is more than 10 days delinquent that the Company has the right to notify the Owner that service will be suspended/terminated. Owner also agrees that if services are suspended/terminated by either party that any damage the pool, and/or spa, and/or fountain or related equipment incurs the Company will be held harmless for said damage by Owner and/or their representatives. **NOTICE: IN THE EVENT THIS ACCOUNT BECOMES DELINQUENT, ALL WRITTEN AND VERBAL COMMUNICATIONS WILL BE AN ATTEMPT TO COLLECT THE DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.**

2) Any check returned for non-payment will carry a service charge of \$20.00.

3) Owner agrees to notify Company of any changes made to the information on this contract in writing.

4) Owner agrees to pay any and all applicable sales tax.

5) All payments received will be applied to oldest invoice first.

6) Owner agrees that all balances are to be paid in full prior to Company or other J Tortorella Group entities summerizing or winterizing the Owner's swimming pool, and/or spa, and/or fountain, regardless of when this contract has been received by Company from Owner. Owner further agrees to hold Company harmless for any damage the swimming pool, and/or spa, and/or fountain and/or equipment incurs from weather – if swimming pool, and/or spa, and/or fountain were not winterized before the commencement of fall/winter weather.

7) Owner agrees that in the event of any legal action between the parties arising from or relating to the terms of this agreement in any way, or in the process of collecting any sums due, in addition to any other sums Company may be entitled to, regardless of offsets or defenses, Company shall be entitled to and Owner shall pay Company's reasonable attorney's fees in a sum to be fixed by the Court. Any lawsuit between the parties relating in any way to this contract must be brought in Supreme Court, Suffolk County. Both parties agree to waive trial by jury.

8) In the event of a breach of this agreement by the Owner prior to start of delivery/service, Owner agrees, because of the uncertainty of arriving at Company's damages for the loss of profits, salesman expenses, initial planning prior to delivery/service and other expense incurred that damages sustained by such breach shall be an amount equal to 25% of the total contract amount as liquidated damages for such breach of contract on the part of the Owner, to be paid to the Company forthwith, in addition to Company's actual expense for labor and materials, if any.

9) Owner agrees if premise is being sold or changing management companies that Owner shall notify Company at least 2 weeks in advance in writing of the selling or change of management date. Owner also agrees if Owner fails to notify Company within the time indicated, that the Owner who has signed this contract is responsible for and shall pay Company for all deliveries/services rendered until the time the Company was notified. Owner further agrees, to pay Company the full balance due on their account within 10 days after Company has been notified of the intended sale or change of management companies.

10) Owner agrees in the event their premises will be rented this season, that a 2 week notice is required in writing to include; tenant name, billing address, phone number, exact leasing dates, and a list of services the tenant is responsible to pay for. It is also understood the Owner is responsible for any unpaid balances after **40 days**.

11) Owner agrees in returning this contract to supply Company with a 3 week advance notice of first delivery date. Owner further agrees to supply Company with final delivery date and any changes to such date shall be given in writing. If no date is provided, Owner will be responsible for full invoice amount.

12) In selecting "Automatic" delivery, Owner agrees to supply Company with a one week advance notice of any change or cancellation.

13) Owner agrees to supply Company access to swimming pool, and/or spa, and/or fountain, electric box, storage area, and respective equipment and containment areas. It is understood that if gates are locked, animals on premise, or any other factor is present which prohibits Company access onto the required areas of the premises – shall result in said delivery/service not being rendered for that period. A Re-Routing fee will be charged at current rates if delivery cannot be completed due to lack of access. It is further understood that should any damage occur as a result of Company not having access to, that Owner shall hold Company harmless for the damage.

14) Company reserves the right to charge an additional Re-Routing fee, at current rates, for any unscheduled delivery that requires the Driver to go off-route, as well as for any separate, unscheduled deliveries. This fee will be waived for Will Call deliveries with at least two days advanced notice .

15) Owner agrees that Company cannot give a specific time of day the delivery or service is to be rendered. All delivery request and/or modifications must be communicated to the Autochem office and are subject to management approval. Unless otherwise communicated, in writing, all liquid chlorine deliveries will be made in full.

16) Owner acknowledges receipt of product notification under Section 313 of the Emergency Planning Community Right To Know Act of 1986, Owner further acknowledges receipt of the chemical material safety data sheets from Company for chemicals to be purchased from Company. It is further understood the purpose of these sheets is for educational safety and emergency procedures for chemical usage and handling. It is the responsibility of the Owner to ensure all containment tanks are properly labeled. If tanks are not labeled, Company reserves the right to skip delivery, however, at the Driver's discretion, the Driver will provide labels for and affix such, at Owner's expense, in order to complete delivery.

17) Any damage alleged to be Company's fault must be reported within 24 hours of delivery to Autochem office. Additionally, any claims regarding vehicles must be accompanied by a police report. Should Owner allege damage to property or equipment, age and condition will be considered when assessing extent of damage.

18) Owner agrees that Company shall be held harmless for acts of God preventing Company from rendering delivery/service at time of scheduled date (i.e., rain, power loss, strikes, hurricanes/acts of God, etc.).

19) The parties agree that this written contract contains all the agreements, understandings, and representations made by the parties herein and that no representation, agreement, warranty or other statement written or oral, made by company, agent, employee, or salesman shall be valid and binding unless same is included and incorporated in this contract. No amendments, alterations, cancellations, or changes of this agreement shall be valid unless in writing and signed by the Owner and Company.