

AquaStar Terms and Conditions

General:

All sales made by AquaStar® Pool Products, Inc. (AquaStar) are subject to these terms and conditions, unless otherwise agreed to in writing by a duly authorized officer of AquaStar. In all cases of conflict between these terms and conditions and the requirements of any purchase order, these terms and conditions shall prevail.

Product Disclaimer:

All illustrations, photographs and specifications in this publication are based on product information available at the time of printing. AquaStar reserves the right to make changes at any time without giving prior notice to colors, materials, specifications, part numbers and prices and to discontinue product or product components.

Pricing:

Prices, discounts, quotations and specifications are subject to change without notice and will be applied as in effect at time of shipment. If prices have increased, AquaStar will notify buyer prior to shipment. All prices are in U.S. dollars. Any sales, excise or similar tax for which AquaStar may be liable on any sale will be charged to and paid by the buyer. If buyer is a reseller, buyer is responsible for furnishing a resale certificate prior to purchase.

Minimum Order:

All orders must be a minimum of \$50.00 (not including freight charges).

Ordering:

Fax order to 877.276.POOL (7665) or email to info@aquastarpoolproducts.com. To ensure prompt and proper shipment please order by item #, color and product description. Please make sure to order the full item number including the color desired (last two or three digits, i.e. 01 or 101=white).

Freight:

All shipments are FOB AquaStar warehouse. Routing is subject to AquaStar's discretion. Free freight is offered for orders of \$2,000 or more for shipment to the contiguous United States only.

Billing:

Unless payment is made by credit card, all new customer accounts are required to complete an AquaStar credit application and receive credit approval prior to shipment. Please pay by invoice per the terms on the sales invoice. This invoice is binding on the parties and their respective directors, officers, employees, agents, subcontractors, successors and permitted assigns. Contact AquaStar Accounting Department within 15 days of receipt if there are questions regarding the invoice or if you think the account is in error. There will be a \$35.00 minimum service charge on all NSF or returned checks. If the invoice is not paid within the invoice terms, AquaStar may recover a service charge of 1½% per month (18% annual percentage rate) on the past due amount and any expenses and/or attorney's fees incurred in connection with attempts to collect the outstanding balance.

Claims:

All shipments must be inspected for freight damage, concealed or otherwise, at time of receipt. Any damage or product shortage must be both noted on the freight bill and reported to AquaStar Accounting Department within 10 days of receipt. AquaStar is committed to assist with all shortage and damage claims.

Returns/Credits:

All returns must be authorized and accompanied by a Return Materials Authorization (RMA) number issued by AquaStar, which should be marked clearly on all returned cartons. Unauthorized returns will not be accepted. AquaStar will not accept returned merchandise after 90 days of shipment and/or not in original saleable condition. Saleable returns will be subject to a 25% restocking fee plus return freight charges. All credits for returns or other promotions are to be used towards purchases and will not be given cash refunds.

Limited Warranty:

AquaStar is committed to and takes pride in the quality products that it manufactures. Accordingly, AquaStar maintains high standards for the materials and workmanship that it invests in its products. AquaStar warrants its products to be free from defects in material and workmanship for a period of one year from the date of original installation. This limited warranty will be applicable only if the product manufactured by AquaStar is the sole and exclusive cause of a defect. Products that fail or become defective during the warranty period, except as a result of color-fading, improper installation, bad water chemistry, accidents or negligence on behalf of the owner, freezing, earthquakes, fire, floods or other acts of nature, shall be repaired or replaced at AquaStar's option.

ProStar Terms and Conditions

General:

All sales made by ProStar® are subject to these terms and conditions, unless otherwise agreed to in writing by a duly authorized officer of ProStar. In all cases of conflict between these terms and conditions and the requirements of any purchase order, these terms and conditions shall prevail.

Product Disclaimer:

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Pricing:

Prices, discounts, quotations and specifications are subject to change without notice and will be applied as in effect at time of shipment. If prices have increased, ProStar will notify buyer prior to shipment. All prices are in U.S. dollars. Any sales, excise or similar tax for which ProStar may be liable on any sale will be charged to and paid by the buyer. If buyer is a reseller, buyer is responsible for furnishing a resale certificate prior to purchase.

Minimum Order:

All orders must be a minimum of \$50.00 (not including freight charges).

Ordering:

Fax order to 877.276.POOL (7665) or email to info@aquastarpoolproducts.com. To ensure prompt and proper shipment please order by item #, color and product description. Be sure to include the correct item for the color desired (i.e. 01=white, etc.).

Freight:

All shipments are FOB ProStar warehouse. Routing is subject to ProStar's discretion. Free freight is offered for orders of \$2,000 or more for shipment to the contiguous United States only.

Billing:

Unless payment is made by credit card, all new customer accounts are required to complete an ProStar credit application and receive credit approval prior to shipment. Please pay by invoice per the terms on the sales invoice. This invoice is binding on the parties and their respective directors, officers, employees, agents, subcontractors, successors and permitted assigns. Contact ProStar Accounting Department within 15 days of receipt if there are questions regarding the invoice or if you think the account is in error. There will be a \$35.00 minimum service charge on all NSF or returned checks. If the invoice is not paid within the invoice terms, ProStar may recover: a service charge of 1½% per month (18% annual percentage rate) on the past due amount, and any expenses and/or attorney's fees incurred in connection with attempts to collect the outstanding balance.

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