

CUSTOM INSTALLATION THAT WILL PROHIBIT SERVICE

1. The terms of the manufacturers warranty does not cover removal of a spa to gain access for service. It is the customer's responsibility to make the spa accessible for service during and after the warranty period, as well as pay for any additional costs to gain access.
2. Custom installations such as, but not limited to; a recessed spa, against a wall, inside a gazebo, etc... are at the customers own risk.
3. UPON ARRIVAL, IF SPA IS NOT ACCESSIBLE YOU WILL BE CHARGED A SERVICE CALL IF SERVICE PERSON IS FORCED TO LEAVE AND COME BACK ANOTHER TIME WHEN ACCESS IS POSSIBLE. DEALER CANNOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES DUE TO LEAKS AND REMOVAL OF SPA TO PERFORM SERVICE.

DELIVERY TERMS

Unless this contract is completed to indicate that "Blue Water" will provide delivery and installation, "Blue Water" will sell and delivery the spa to the customer at the shipping point of the spa manufacturer. "Blue Water" will have no responsibility concerning delivery, installation or set-up of the spa; other than to arrange for the spa to be placed in the hands of a common carrier for delivery to the address designated on the front of this contract. The customer will be solely responsible to receive the spa from the common carrier, and to have the spa properly installed and set-up. Any claims relating to the condition of the spa upon delivery will be made only against either the manufacturer of the spa or the common carrier that delivered the spa to the customer.

LOCAL DELIVERY BY "BLUE WATER" ONLY

1. OVERTIME - Overtime is anytime over 45 minutes from when the spa has arrived. You shall be charged overtime at a rate of \$30.00 per hour for the first two men and \$15.00 per hour for each assistant. There is a minimum of 1-hour charge after 45 minutes.
2. The delivery crew is responsible for delivery and placement of spa only. They are not certified electricians or factory trained technicians, therefore they do not over see start-up of the spa.
3. It is the customer's responsibility to have the proper clearance for the spa to fit.
4. ANY DAMAGE RESULTING FROM BAD ACCESS FROM THE CUSTOMER TELLING THE DELIVERY COMPANY TO PROCEED, ANY DAMAGE WILL BE THE RESPONSIBILITY OF THE HOMEOWNER.
5. SPECIAL PLACEMENT is defined, but not limited to, as when doors, door frames, windows or stairs have to be removed or disassembled to permit placement of spa. Delivery crew shall not be responsible for damages or re-assembly of dismantled structures.
6. SPECIAL PLACEMENT - \$30.00 per hour for 1st two men and \$15.00 per hour for each assistant. Minimum 1 hour charge. If any damages result from placing the spa, dealer will repair, sand and touch-up the blemishes to the best of our ability. Any critical damage such as broken wood, will be repaired to the best of our ability.
7. DISPOSAL OF PACKING MATERIAL IS CUSTOMERS RESPONSIBILITY.

REDELIVERY

IF THE SPA HAS TO BE RETURNED BECAUSE, BUT NOT LIMITED TO, NO ONE WAS AT THE SITE TO ACCEPT, LACK OF BALANCE DUE UPON DELIVERY, IT DID NOT FIT INTO THE CUSTOMER'S DESIGNATED LOCATION, OR THERE WASN'T ENOUGH ACCESS THE CUSTOMER IS RESPONSIBLE TO PAY \$190.00 FOR LOCAL DELIVERY WITHIN N.J., UP TO 25 MILES OF "BLUE WATER", FOR THE RE-DELIVERY AS WELL AS A \$45.00 RESTOCKING FEE FOR THE WAREHOUSE COMPANY. NON-LOCAL RE-DELIVERY AND DROP-SHIPMENT IS AT CUSTOMERS ADDITIONAL EXPENSE.

MANUFACTURERS LIMITED WARRANTY

1. "Blue Water" will assign to the purchaser without recourse all of the rights that "Blue Water" has based on the manufactures warranty terms. The customer is encouraged to carefully read the terms, conditions and limitations of the manufacturers warranty, which will govern the customer's right in the event there is a problem with the spa. The customer understands and agrees that it will look solely to the manufacturer for relief in the event there is a problem with the spa and understands that "Blue Water" did not manufacturer the spa and is not responsible for defects in workmanship.
2. **EXCLUSION OF WARRANTIES** - THE MANUFACTURER'S WARRANTY MENTIONED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
3. **LIMITATION OF LIABILITY** - It is understood and agreed that "Blue Water" liability, whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by purchaser and under no circumstances shall "Blue Water" be liable for special, indirect or consequential damages. The price stated for the spa is a consideration in limiting "Blue Water" liability. No action, regardless of forum, arising out of the transactions under this agreement may be brought by purchaser more than one (1) year after the cause of action has occurred. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.