

SALES TERMS AND CONDITIONS

Price: Orders are accepted subject to prices in effect at the time of shipment and prices are subject to change without notice. Published pricing schedule shows suggested list prices and is subject to a trade discount determined by Hydro Massage Products.

Conditions of acceptance: The acceptance, shipment or delivery of any order is conditional upon approval of Hydro Massage Products credit department and upon these terms and conditions of sale applying to the order and not any others unless specifically agreed to in writing by Hydro Massage Products. The right to require satisfactory security for performance of buyer's obligations prior to making shipment on any order is reserved by Hydro Massage Products. Any merchandise sold remains the property of the seller until full payment is received.

1. All orders must be faxed to 303.341.1850
2. Any order that does not specify pump location, finish or options will be shipped standard

Terms of payment: General payment terms are net, 30 days. A rate of 2% monthly (26.82% per annum, compounded monthly) charge will apply on overdue accounts. No goods will be delivered to customers not complying with our sales and payment conditions.

Taxes: All priced published are exclusive of goods and services tax (GST). Provincial Sales Tax, if applicable, is extra.

Modification or Discontinuance: The Company reserves the right to modify products for improvement without notice, or to discontinue any model without incurring any obligation to furnish on any product previously furnished.

Freight and shipping: All shipments are F.O.B. factory unless agreed otherwise. All shipments must be inspected for damage upon receipt and claims made against the carrier. No credit will be issued for goods damaged in this manner.

Warranty Responsibilities: The Company provides an express limited warranty to the consumer. For the specific provisions of the warranty, refer to the published warranty applicable to the particular product. The Distributor and Dealer are responsible for providing a copy of the applicable express limited warranty to users, installers, and contractors, at or before sale of each product, and obtaining evidence of receipt of the warranty by these persons. Distributor and Dealer each agree to include within any contract for sale of Hydro Massage Products, and will require that any purchaser include within any contract whereby purchaser resells such product, the following terms:

"Buyer acknowledges receipt, at or before the time of sale, of a copy of the applicable express limited warranty for each Hydro Massage Bath product purchased. Buyer agrees to furnish to any subsequent purchaser, at or before resale of any product, a copy of the applicable express limited warranty and Buyer further agrees that the terms of this paragraph will be incorporated within any such contract of sale or resale."

In addition to the above, the Distributor and Dealer are responsible for communicating the procedure for resolving claims for warranty service to users, installers and contractors and shall:

1. Promptly refer written and oral warranty claims by users and installers to an Authorized Representative of the Company.
2. Retrieve and exchange defective or damaged units when requested to do so by an Authorized Representative of the Company.
3. Return replaced units to the Company or destroy such units when instructed by an Authorized Representative of the Company.

Shipment shortage: If a shortage is found at any time of delivery, the consignee should file his claim with the carrier, and ensure a notation is made on the freight bill noting the loss. The packing slip is enclosed to assist you in checking and receiving the merchandise.

Shipping damage: Hydro Massage Products will not be responsible for shipping damage. Product must be carefully examined at time of receipt to ensure it is damage free. Any damage discovered must be noted on the freight bill and a claim filed against the carrier.

Returned goods: Merchandise may not be returned for any reason without prior written consent of Hydro Massage Products. Product returned for any reason other than our error will be subject to a 50% rehandling charge plus costs of labor and materials if returnable. Most items are non-returnable. Product returned must be shipped prepaid, otherwise shipment will be refused.

Custom orders: All items made to order or to customer's specifications are non-returnable or subject to cancellation under any circumstances.

Cancellation or change orders: No change or cancellation of an order will be accepted without prior written approval of the company. All items are made to order and most may not be cancelled. If production of an order has not been started a change may be made for \$175.00 fee.

Rush Orders: \$495.00. Hydro Massage Products, LLC will attempt to ship an order placed before 2:00 P.M. MST within 3 working days after the day the order has been placed. Extended lead times may occur. Contact the factory before committing to your customer. In the event we cannot meet the date, we will ship the product as soon as possible. We will not charge for the rush order, however, no compensation will be given.

Force Majeure: Any delay, failure to deliver, or breach by the Company due to fire, explosion, flood, riot, labor dispute, shortage, act of war, failure of supplier, carrier, accident, act of God, law, government or police act, order of restriction, or other event or circumstance beyond the Company's reasonable control shall be excused.