



TERMS AND CONDITIONS

ABOVE-GROUND POOL

ACKNOWLEDGEMENT BY PURCHASER

The Purchaser acknowledges and warrants the following and acknowledges that each of the following representations and warranties is true:

a) He is the owner of the land where the pool is to be installed; the location he has chosen for the installation of the pool and its equipment (including ladder, steps, solar roller, deck and other accessories, etc.) ("the Location") is within his property limits and complies with all applicable municipal and provincial by-laws, including, in particular, any setbacks from the

(including ladder, steps, solar roller, deck and other accessories, etc.) ("the Location") is within the limits of his property and complies with all applicable municipal and provincial regulations, including setbacks from property lines, and he is solely responsible for choosing the Location for the pool;

b) The subsoil of the Site contains no trees, large rocks, stumps, fill dirt, black earth, rock formations, cement blocks, cement structures, major water veins, construction or other debris, nor any sumps, drains, basins, wires, cables, septic tanks, pipes or other works;

c) The maximum anticipated difference in elevation of the site where the pool and its various devices will be located is 4" in its longest section and the deepest point anticipated in the centre of the pool, i.e. the lowest point of the pool.

the center of the pool, i.e. the saucer, will be between 0 and 4" below the level of the other parts of the pool floor; with regard to the depth of the excavation, the height

between ground level and the highest part of the pool must be less than half the total height of the pool;

d) The Site is not encumbered by any right or servitude that could prevent or hinder the construction or use of the pool, and the airspace above the Site is free of any obstacle and complies with the regulations and any standards imposed by Hydro-Québec;

e) The Purchaser has notified the companies and organizations concerned of the installation of the pool, in particular electricity, water, sewer, gas and telephone suppliers, as well as municipalities, organizations and agencies.



municipalities, agencies and government departments;

f) The surface and subsurface water conditions of the Site are suitable for the construction and use of a swimming pool, and that in order to ascertain such water conditions, the Purchaser has

conditions, the Purchaser has taken the necessary steps with the municipalities, ministries and other organizations concerned;

g) Without limiting the generality of the foregoing, the Purchaser confirms that it has communicated to the Company all particularities, distinctions, anomalies and all relevant/important antecedents relating to the land where the pool is to be installed, to the Site, as well as any other information relevant to the proper performance of the Company's obligations hereunder.

WORK PERFORMED BY THIRD PARTIES

The Purchaser acknowledges that: (i) Trevi makes no reference or recommendation regarding the products or services of Third Parties; (ii) Trevi makes no representation or warranty of any kind with respect to the products or services of Third Parties; (iii) Trevi assumes and has no responsibility for the products or services of Third Parties; and (iv) any contract between the Purchaser and Third Parties is at the Purchaser's risk.

CONSENT FOR SANIMARC/BIOGARD MARKETING MATERIALS

The Purchaser hereby gives its informed and voluntary consent to receive marketing materials, including promotional emails, newsletters, product updates and other related communications, on behalf of Trevi, a company operating under the laws of Quebec. The Purchaser understands that these marketing materials may include information about Trevi's services, products, special offers, events and other relevant content. The Purchaser acknowledges that he/she is providing this consent without any form of coercion and is aware that he/she may withdraw his/her consent at any time by following the unsubscribe instructions provided in the marketing communications. The Buyer is aware that Trevi will process my personal information, including contact details, for the purpose of sending marketing materials. He understands that his personal information will be processed in accordance with Trevi's Privacy Policy and in compliance with applicable data protection laws in Quebec. By providing this consent, he/she confirms that he/she has read, understands and accepts the terms and conditions set forth herein, and grants Trevi permission to send marketing materials to the contact information provided herein.



It is the Purchaser's responsibility to have his water analyzed (free) each month and to keep the written results of these analyses. The Buyer agrees to follow the procedures available in store or online via customer access and videos on how to close the pool, which is essential to the good maintenance of the swimming pool (www.trevi.ca).

DELIVERY

Prior to any delivery by the Company, the Buyer agrees to provide a direct access of 52 inches wide, from the street to the location chosen by the Buyer for the deposit of the goods. Direct access must not include any obstacles or steps.

The Buyer must provide a sufficiently large location, equivalent to the dimensions of 2 to 4 pallets of 48 inches by 48 inches, depending on the dimensions of the pool.

The Buyer also undertakes to protect fragile or valuable items and to cover and protect all surfaces that may be damaged during delivery.

The Buyer understands that during the delivery, the grass and plantations of all kinds may be damaged and/or the floor of the building may be soiled.

OBLIGATIONS OF THE BUYER PRIOR TO THE INSTALLATION OF THE POOL :

Obtaining an installation and construction permit from the municipality.

Contacting your insurer to make sure your pool is insured in case of damages which are not covered by the Trevi warranty. See the exclusions indicated in your Trevi General Warranty.

Selecting a location for the pool and filtration system prior to delivery. The Purchaser must place a post at the exact center of the location where the pool is to be installed. Buying patio stones for the filtration system : two 24" X 24" stones.

Add two more 24" X 24" stones if there is a heat pump. Make sure there is a 24" free space all around the heat pump or water heater. See specifications depending on the type of water-heater or heat pump because a greater clearance may be required.



If a natural gas or propane water heater is on the contract, a poured concrete slab is required for its installation. It must be present for plumbing installation. Note that patio slabs are not compliant for this type of product.

Ensuring that there is no electrical wire above the pool or sprinkler system in the ground that could cause problems.

If a salt system is installed, make sure that your electrician install a ground so that your Trevi warranty is not altered. Ensuring adequate access for installation crew.

In the case of a replacement and/or repair of a pool or a liner,, the deck must be removed or raised at least 6 inches so that the pool can be installed as close as possible to the deck. If the deck is not removed or raised, the pool will be installed at a distance of at least 4 inches from the deck.

If the angles of the new pool are not identical to the pool being replaced, the Purchaser shall Be responsible for filling the empty spaces between the pool and the deck.

The Purchaser is responsible for reinstalling the deck after the pool installation is completed.

Providing for the availability of 2 or 3 garden hoses from neighbours or a cistern of water at the time of installation.

The Buyer must provide a direct access of 36 inches wide, from the street to the backyard, for the movement of tools and materials.

The Buyer must ensure that there is approximately 18 inches of clearance around the pool to facilitate the work of the installation team.

If the installation is done at a location where there was a previous pool, the Buyer must clear the river stones or other materials from the bottom of the pool and the existing deck.

The Buyer understands and agrees that he will have to rearrange and readjust the deck following the installation of the new pool.

Ensuring that the pump is plugged directly into an electrical GFI outlet and not into an extension.

The Purchaser is responsible for all landscaping required after pool installation is completed.



INSTALLATION

IF INCLUDED

Collection of packing boxes is not included.

FOR FURTHER INFORMATION, THE FOLLOWING SERVICES ARE EXCLUDED IN PARTICULAR:

- a) Electrical installation for accessories (unless specified);
- b) Additional work required if soil contains loose soil, large rocks, large stumps, large roots or other large debris;
- c) Burying the back-wash hose;
- d) GFCI circuit breaker, if pool equipment is less than 10 feet from the water;
- e) A saucer larger than 4 inches. If the Purchaser so desires and if the site permits, Trevi will dig a saucer larger than 4 inches for \$25 per inch.
- f) The maximum planned difference in level of the ground where the pool and its various devices will be located is 4" in its longest part, and the deepest point planned in the center of the pool, i.e. the saucer, will be between 0 and 4" below the level of the other parts of the pool floor; with regard to the depth of the excavation, the height between ground level and the highest part of the pool must be less than half the total height of the pool. For sites with a difference in elevation of more than 4", levelling charges will apply if the work can be done manually. The cost will be \$25/inch for round pools 10' to 24' in diameter. For pools 27' to 30' and oval pools, the fee is \$30/inch.

If the work cannot be done manually, an estimate of the work to be done will be given to the Purchaser, who will be responsible for doing the work before the pool is installed.

- g) Additional costs for small machinery, if necessary, and for leveling the ground if it is not level;
- h) Any extra stone used for reinforcement if the elevation of the site makes this necessary;
- i) Installation of the filtration system more than 5 feet from the pool. However, if the Purchaser so desires and if the lot permits, Trevi may install the filtration system more than 5 feet from the pool, for an installation fee of 10 per additional foot, including digging but excluding materials. The price of materials will be the subject of a separate contract between the Purchaser and Trevi;



- j) Removal of soil, peat and excess rock dust.
- k) Trenching for electrical wiring. This must be done by the Purchaser, according to the specifications of the Purchaser's electrician;
- l) Installation of the solar roller and solar blanket;
- m) The installation of the ozonator sold by Trevi under this Contract. The Purchaser must install it on a pole and the ozonator must be higher than the pool water level in order to be effective. Failure to do so may result in damage to the ozonator;
- n) Landscaping after pool installation;
- o) Removal of toxic materials that may be present on the Site or in the subsoil of the Site despite the representations made by the Purchaser above. In the event that the toxicity of the excavated material is discovered at the time of installation of the pool, decontamination shall be assumed by the Purchaser or a subsequent contract shall be concluded between the Purchaser and the Company;
- p) Services related to any problems with the soil that may involve electrical wires, septic fields, septic tanks, natural gas lines, sprinkler systems or other;
- q) Filling the pool, adding chemicals, installing the step or ladder, solar roller, solar cover and fence;
- r) All work related to the garden shed;
- s) Salt system, unless specifically provided for;
- t) All services required as a result of the fact that the wire to supply the pool or heat pump cannot be buried (asphalt, cement or other). A cost estimate will be provided for the time and material required to make the conduit;
- u) All services required if the electrical panel is in front of or further away from the front of the house and the wire must pass through the house; and
- v) All services required if installation requires more than 50 feet of wire.
- w) Should a breakdown occur during a pool repair or renovation, Trevi assumes no responsibility for labour, parts, panels or equipment other than those purchased from Trevi under this order.



EXCLUSIONS RELATING TO ELECTRICAL INSTALLATIONS :

a) The digging of the trench for the burial of the electrical cable, if applicable; this digging must be carried out by the Purchaser, according to the specifications of his electrician;

b) All work to be done in the event that: (i) the electrical panel no longer has room for a circuit breaker; (ii) the electrical panel is of a discontinued brand (examples of discontinued panels: Commander, CEB, Sylvania, Sylvania); or (iii) the electrical panel is of a discontinued brand (examples of discontinued panels: Commander, CEB, Sylvania, Sylvania):

Commander, CEB, Sylvania, Taylor, ITE BLLoad enter or Blue Line, fuse panel); (iii) the installation requires more than 50 feet of wire (the price of wire varies according to the market); (iv) the electrical supply

(v) the electrical panel is on the front or closer to the front of the house and the wire must be run inside the house; (vi) the wire to supply the pool cannot be buried (asphalt, cement or other);

c) Any electrical connection or installation, as well as all electrical and/or plumbing work.

Wire prices are subject to change without notice, in accordance with market conditions.

OBLIGATIONS OF THE PURCHASER FOLLOWING INSTALLATION OF THE POOL :

-1) As soon as the pool is up and running and filled, the Purchaser must go to the store with a 500 ml water sample for a complete analysis of the pool water. It is the Buyer's responsibility to have the water analyzed (free of charge) every month and to keep the written results of these analyses;

-2) The Purchaser undertakes to take note of the procedures for opening, maintaining and closing the pool; the Purchaser can find this information in the store and on the Trevi website via the customer area and videos (www.trevi.ca).

-3) The Buyer undertakes to fence the pool in accordance with current regulations. To this end, the Company invites the Purchaser to contact his or her municipality for further information (see also www.trevi.ca);

-4) The Purchaser acknowledges that failure to comply with the Company's recommendations and the obligations under the Contract may result in deterioration of the pool, its use may be affected and the legal warranty may no longer apply;



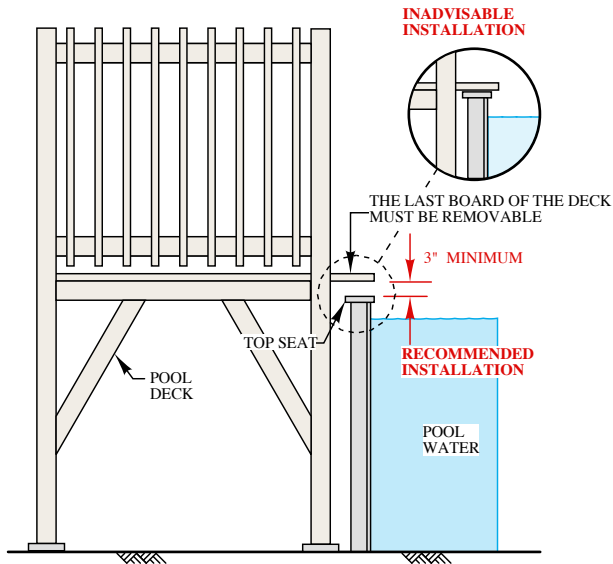
.5) The Purchaser undertakes to declare without delay to the Company any problem of use or quality of the pool;

.6) The Purchaser undertakes not to orient the slabs in his yard and the gutters of his house and shed towards the pool in order to prevent rainwater run-off from damaging the pool in the long term and voiding the warranty.

.7) The Buyer is responsible for disposing of the cartons and packaging in which the pool and its accessories were delivered.

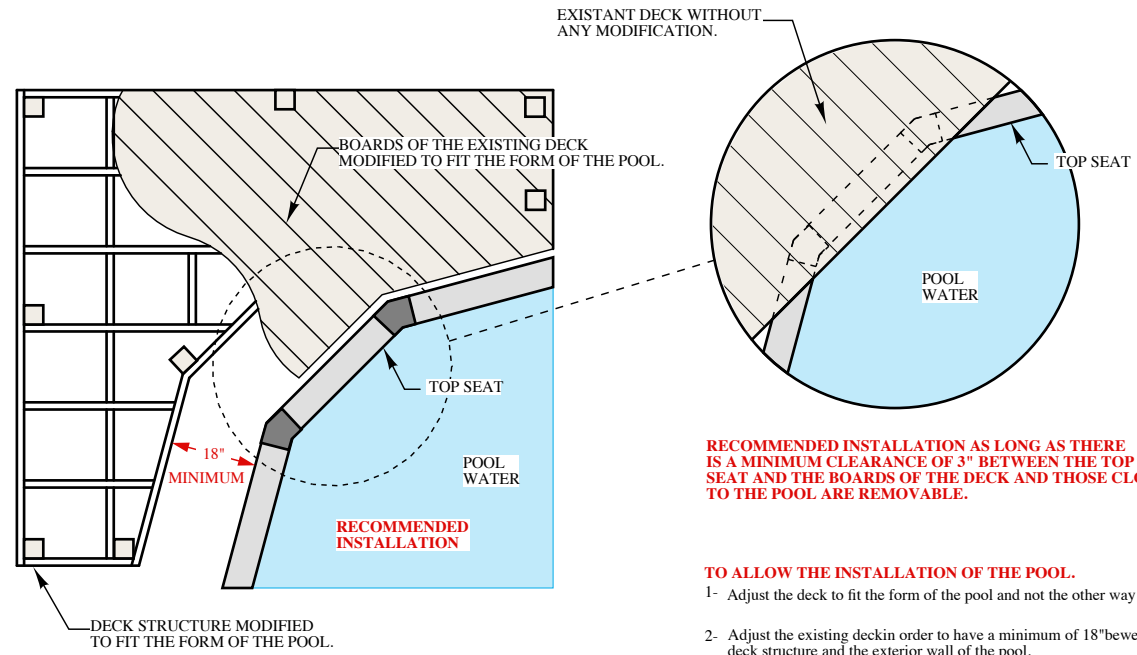
THE INSTALLATION CREW IS NOT RESPONSIBLE FOR :

- Filling the pool and adding chemical products
- Installing the removable steps or ladder, solar blanket, reel and fence.
- Any problem involving the ground such as ungerground wires, drain fields, sceptic tanks, natural gas lines, sprinkler systems, or other.
- Providing the necessary explanations for the proper functioning of the pool.



TO AVOID ANY DAMAGE RELATED TO FREEZE / THAW.

- 1- Always make sure to have a least 3" space between the top seat of the pool and the boards of the deck.

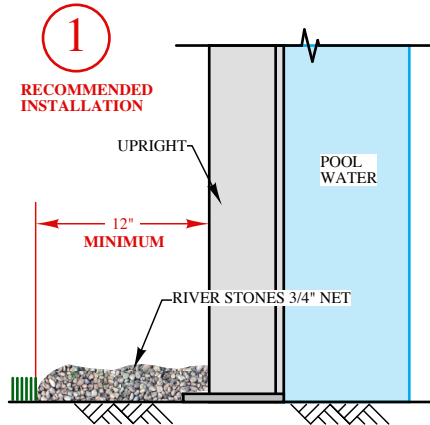
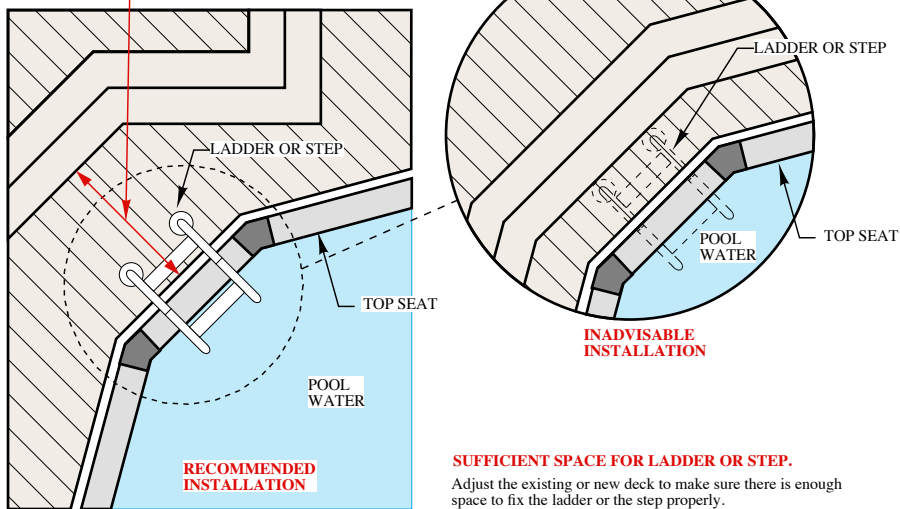


RECOMMENDED INSTALLATION AS LONG AS THERE IS A MINIMUM CLEARANCE OF 3" BETWEEN THE TOP SEAT AND THE BOARDS OF THE DECK AND THOSE CLOSEST TO THE POOL ARE REMOVABLE.

TO ALLOW THE INSTALLATION OF THE POOL.

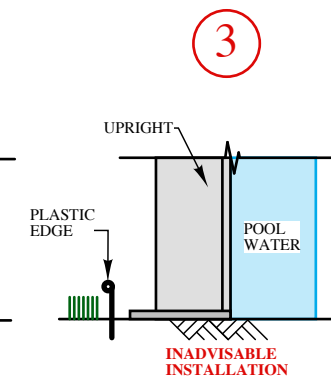
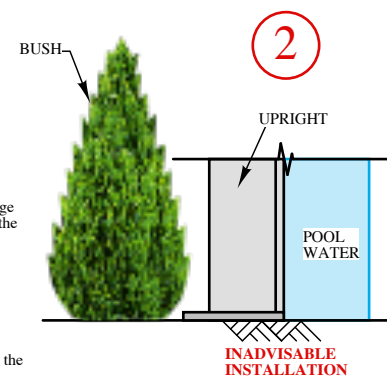
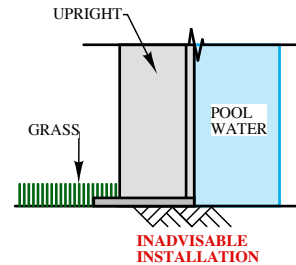
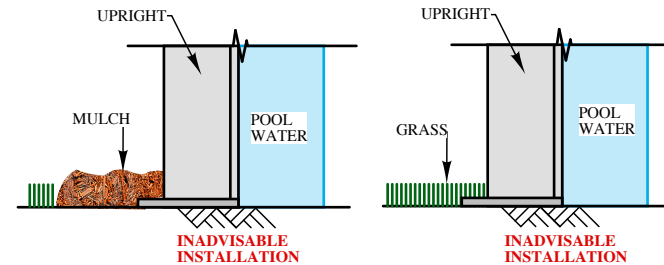
- 1- Adjust the deck to fit the form of the pool and not the other way around.
- 2- Adjust the existing deck in order to have a minimum of 18" between the deck structure and the exterior wall of the pool.
- 3- Remove the boards of the deck that may be in the way for the installation of the pool and put them back once the installation is completed.

SUFFICIENT SPACE REQUIRED BETWEEN THE TOP SEAT AND THE FIRST LEVEL CHANGE ON THE DECK.



WHAT TO PUT AROUND DE BASE OF THE POOL.

- 1- Recommended : River stones 3/4" net to help the natural drainage and avoid the accumulation of water or humidity at the base of the pool. It is allowed to cover the rails with river stones too.
- 2- Do not put mulch because it keeps the humidity.
- 3- Do not put grass or soil directly on the pool wall because that would complicate the drainage.
- 4- Do not put bushes too close to the pool because that could favor the proliferation of insects that could damage the pool.
- 5- Do not put plastic edges because that would keep the wter and humidity at the base of the pool.



ABOVE GROUND POOL INSTRUCTIONS

Dessiné par: Draw by:	Échelle: Scale:	Date:
F.B.	N.T.S.	12/10/2017