



TERMS AND CONDITIONS

SPAS

THE PURCHASER BEARS SOLE RESPONSIBILITY FOR:

a) The selection of the spa's location, and, to that end, the Purchaser shall affix a picket in the center of the selected site.

The Purchaser shall be responsible and liable for any inconveniences or costs resulting from a wrong site selection.

Fees will be charged to the Purchaser in the event that the spa can not be introduced at the location chosen and a new delivery date must be set. **IMPORTANT:** The purchaser must ensure to leave a full clearance zone of at least 60 cm (24 inches) around the spa so that if a repair is necessary the technician has the space required to work (not applicable to HydroTher brand spas).

b) The preparation of a level surface on which the spa will reside, or, in the case of an encased spa, a level surface supported by a solid structure;

c) Conformity with legislation and municipal and other regulations in respect of spas;

d) Any required electrical and plumbing installations;

e) Connections or hook-ups to the electrical grid, water supply, sewers and gas. Some connections and hook-ups can be performed only by qualified technicians in accordance with legislation and regulations. Purchasers are advised to keep the receipt for the work done by technicians;

f) Acquiring, for all moveable spa units, a 110-volt, 20-amp grounded circuit; or acquiring, for all 220-volt models, 40 or more-amp grounded circuit;

g) Disposing of the soil, turf and other material removed in order to install the spa. The Purchaser may request the Company to remove such soil, turf and other material provided he pays the fees of 500\$ plus taxes for such additional services.

However, the Company is not responsible for the removal of toxic matters which may be found on or underneath the spa.

Should the toxicity of such matters be discovered only at the disposal site, the Purchaser shall reimburse the



Company for the additional cost required to dispose of toxic matters; Disposing of boxes and wrapping papers;

h) Raising or modifying structures on the property such as solariums, decks, storage facilities and other structures.

i) Making sure the Site is not encumbered by any right or servitude that may prevent the use of the spa, and the airspace above the Site is free of obstructions and complies with Hydro-Québec regulations and standards.

If the contract is in the name of a company, the company agrees to make strictly personal use of Dynasty or Lacus brand spas and not to use it in a commercial manner (not applicable to HydroTher brand spas).

This Contract is governed by the laws of the Province of Quebec, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. It is agreed by and between the Client

and Trévi that all disputes and matters whatsoever arising under, in connection with or incident to this Contract shall exclusively be litigated before the courts of the Province of Quebec, to the exclusion of the courts of any other jurisdiction, province or country.

CONSENT FOR SANIMARC/RBF/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.



NOTICE TO CLIENTS: YOU CAN DOWNLOAD ALL OUR PRODUCT WARRANTIES, AS WELL AS OUR USE AND MAINTENANCE GUIDES, FROM OUR WEBSITE (www.trevi.ca).

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 spa, which is essential to the good maintenance of the spa (www.trevi.ca).

NOT INCLUDED

- Delivery inside the residence. Anchoring for the gazebo (if applicable).
- Delivery: (i) if the access is less than 100 inches high and 42 inches wide for spas less than 92" or less than 110 inches high and 48 inches wide for spas wide for spas over 92"; or (ii) if there are obstacles or stairs to be climbed or descended on the path that delivery personnel must take on the Buyer's property; the Buyer will be responsible for all additional costs incurred for delivery of the spa in these circumstances. Such costs may include, but are not limited to, costs related to the use of a crane weighing over 40 tons or other non-standard crane, if applicable.
- These costs will be subject to a separate agreement. Stone dust (unless it is included in the contract).
- Soil and sod removal.
- Packing boxes removal.
- Electrical connection (unless it is included in the contract).
- Digging the trench for burying the electrical cable, if necessary; this digging must be carried out by the Purchaser, according to the specifications of his electrician.
- Installation of GFI (ground-fault circuit interrupter required) (not applicable to HydroTher brand spas).
- Installation of spa cover support and spa cover. Installation of the steps.

LIST OF SERVICES EXCLUDED FROM THIS CONTRACT RELATING TO ELECTRICAL INSTALLATIONS

Except as otherwise provided in this Contract, the services set out below are excluded from the Contract and are the responsibility of the buyer. They may be provided by the Company pursuant to a separate agreement between the Company and the Buyer:



1. The digging of the trench for burial of the electric cable;
2. Any service or work relating to the shed; and
3. The installation of a wireless conduit to power the pool or the heat pump cannot be buried (asphalt, cement, etc.)

A surcharge will be required, and an estimate will be given to the Buyer in the following circumstances:

1. The electrical panel has no more space for the addition of a circuit breaker;
2. The brand of the buyer's electrical panel has been discontinued (examples of discontinued panels: Commander, CEB Sylvania, Taylor, ITE BLLoad Center or Blue Line, fuse panel) [price set case by case];
3. The installation requires more than 25 feet of wire;
4. The electrical panel is on the front or more toward the front of the house (an estimate of the cost will be made to pass the wire inside) ;
5. The power supply of the residence is not sufficient for the addition of the connection.

The price of the wire may vary without notice.

For 13' / 17' / 19' swim spas, the customer must make separate connections to connect the electrical packs. · In the case of 13' and 17' spas, there are 2 packs, so there must be 2 connections to two 60A circuit breakers.

- In the case of 19' spas, there are 3 packs, which implies 2 connections with 2 60A circuit breakers and one connection with a 40A circuit breaker.

DELIVERY

The Purchaser agrees to carefully read the spa delivery preparation guide that will be sent by e-mail (also available online at www.trevi.ca prior to delivery of the spa and to ask the Company any questions, if necessary. The Buyer understands that a full understanding of the preparation guide is essential for proper cooperation during spa delivery (not applicable to HydroTher brand spas).

The Purchaser also agrees to familiarize himself/herself with the warranties and the various guides and manuals pertaining to the products purchased at www.trevi.ca, the essential elements of which have been explained to Purchaser prior to the signing of this Contract, which the Purchaser confirms by signing these presents.

The basic delivery charges only cover deliveries outside the building. Prior to any delivery by the Company, whether provided outside or inside a building,



the Buyer undertakes to free up maximum space to allow the Company and safely proceed with the delivery, including aisles, corridors and entrances that must be free of obstacles.

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. The Buyer undertakes to ensure that a responsible adult is present throughout the delivery, in particular to confirm that the delivered product is in good condition and that it complies with the product purchased under this Contract.

THE PURCHASER'S RESPONSIBILITIES AFTER THE SALE

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

- a) As soon as the spa is running and filled, the Purchaser must go to the store with a 500 ml water sample for a complete analysis of the spa water. It is the Purchaser's responsibility to have his or her water analyzed (free of charge) every month and to keep the written results of these analyses;
- b) The Purchaser undertakes to familiarize himself/herself with the SPA's opening, maintenance and closing procedures; The Purchaser can find this information in the store and on the Trevi website via the customer area and videos (www.trevi.ca).
- c) The Purchaser agrees to follow the free in-store courses on opening, maintaining and closing the spa;
- d) Fill spa and add chemicals;
- e) Install gazebo, if any (unless installation is included in Contract).
- f) Clean spa cover on a monthly basis with a store recommended product.
- g) The Purchaser agrees to notify the Company immediately of any problems with the use or quality of the spa;
- h) The Purchaser agrees not to direct the slabs in his yard or the eaves troughs of his house or shed towards the spa, in order to prevent rainwater from running off the spa. of rainwater from damaging the spa in the long term and from voiding the legal and/or conventional warranty;



i) The Purchaser must contact his insurer to find out whether the spa is insured against damage that is not covered by the Trevi warranty indicated in the Trevi warranties. www.trevi.ca;

j) The Purchaser is responsible for and agrees to read the warranty and the various guides and manuals pertaining to the spa on www.trevi.ca;

h) If the installation of the gazebo is done by Trevi, the Purchaser agrees to vacate the site and ensure that it is level before the arrival of Trevi's installers.

FROM OUR WEBSITE (www.trevi.ca) YOU CAN DOWNLOAD ALL WARRANTIES, USER AND MAINTENANCE GUIDES, PROCEDURES AND OTHER DOCUMENTS CONCERNING OUR PRODUCTS.

ATTENTION

If your spa is not functional during winter

We remind you that the warranty does not cover problems with your spa caused by freezing and winter weather. Accordingly, you are asked to follow the procedures carefully in order to effectively protect your spa during winter. These are explained in the online documentation on Trévi's website, as well as in the store during spa closing course provided free of charge. In addition, the spa lid must be in place. A sheet of plywood must be placed on top of the lid and a winter tarp draped over the entire spa to protect your spa and prevent water infiltration.