

AQUA MEDIC – SERVICE TERMS & DISCLAIMER

Aqua Medic provides **à la carte, time-and-materials diagnostic, repair, maintenance, engineering, and problem-solving services** for pools, spas, hot tubs, Endless Pools, water features, and other aquatic recreational equipment.

Aquatic systems vary significantly by manufacturer, age, installation, prior repairs, modifications, environmental conditions, accessibility, and site-specific circumstances. Many systems we encounter are aging, discontinued, obsolete, modified from their original design, or no longer supported by the original manufacturer. In many cases, there is **no current manufacturer-prescribed or scripted repair procedure** for the condition encountered.

For these reasons, Aqua Medic frequently performs **on-site diagnostic, troubleshooting, and engineering work** to develop practical solutions for unique conditions. This process may involve inspection, research, testing, adjustment, troubleshooting, modification, repair, component replacement, sourcing alternative materials, fabrication, re-engineering, observation, and subsequent evaluation.

Some repairs necessarily involve a **trial, testing, observation, and refinement process**. The fact that an initial repair, component, adjustment, or diagnostic step does not ultimately resolve the entire condition does not mean that the service was performed improperly or that the time and materials associated with that work are not billable.

TIME & MATERIALS BILLING

Aqua Medic services are billed based on **time and materials**, not solely upon whether a particular repair produces a specific final result.

Billable time may include, as applicable:

- Time spent on site diagnosing, repairing, testing, installing, modifying, observing, or evaluating equipment;
- Time spent researching technical information or developing a repair strategy;
- Time spent identifying, locating, sourcing, ordering, obtaining, or coordinating parts and materials;
- Time spent communicating with manufacturers, suppliers, technical support, subcontractors, or other specialists;
- Time spent performing off-site preparation reasonably related to the customer's project; and
- Additional diagnostic, engineering, troubleshooting, observation, testing, or follow-up work reasonably necessary to continue service.

The customer is paying for the **professional time, knowledge, experience, materials, technical judgment, and effort applied to the equipment**, rather than purchasing a flat-rate guarantee of a particular outcome unless Aqua Medic expressly agrees to a flat-rate scope in writing.

A customer may not retroactively convert authorized hourly or time-and-materials services into a flat-rate job based upon what the customer subsequently believes the repair should have cost or how much time it should have required.

CHANGING CONDITIONS, OBSOLETE EQUIPMENT & ON-SITE ENGINEERING

Aquatic equipment operates under constantly changing conditions. Equipment deteriorates, leaks develop, electrical and mechanical components fail, corrosion progresses, water chemistry affects materials, weather changes, and additional problems may become apparent only after another condition has been corrected.

The repair of older, obsolete, discontinued, previously modified, or unsupported equipment may require **field engineering, adaptation, fabrication, substitution of components, or solutions that differ from an original manufacturer's design or repair procedure.**

The customer acknowledges that such work inherently involves uncertainty and that one repair may reveal additional conditions that could not reasonably have been identified beforehand.

An inspection, diagnosis, or repair therefore reflects the conditions reasonably observable **at the time the service is performed** and is not a representation or guarantee regarding the future condition of the system or its other components.

DIAGNOSTIC VALIDITY & RE-DIAGNOSIS

A diagnosis reflects the condition of the equipment **at the time it was inspected.** Aquatic systems can change significantly due to continued operation, deterioration, weather, freezing conditions, corrosion, water chemistry, electrical issues, leaks, component failure, work performed by others, or periods of non-use.

Accordingly, **if more than 30 days have passed since Aqua Medic performed a diagnostic inspection, Aqua Medic reserves the right to re-inspect and re-diagnose the system before proceeding with previously recommended repairs, ordering additional materials, or performing further work.**

A prior diagnosis does not guarantee that the same condition remains present after 30 days or that no additional failure has occurred in the interim.

Any required re-diagnosis, inspection, testing, travel, troubleshooting, research, or related work is **billable at Aqua Medic's then-current rates**, unless Aqua Medic determines that the need for the return visit results from a workmanship issue for which complimentary corrective service applies under these Terms.

Aqua Medic may also require re-diagnosis within the 30-day period when there has been a significant change in equipment condition, weather exposure, freeze event, electrical issue, water loss, third-party work, customer modification, or other circumstance reasonably likely to have changed the original diagnosis.

OBSERVATION, CUSTOMER FEEDBACK & CONTINUING DIAGNOSIS

Observation is an important part of the repair and diagnostic process. Many aquatic-system conditions cannot be conclusively evaluated during a single service visit. Pumps, heaters, controls, plumbing systems, filtration equipment, hydraulic systems, and other components may need to operate through multiple cycles, temperature changes, weather events, or normal use before the effectiveness of a repair can be fully evaluated.

What occurs **hours, days, or weeks after a service visit may provide information necessary to complete the diagnosis or determine the next appropriate repair step.**

The customer therefore agrees to reasonably observe the equipment following service and promptly communicate relevant changes to Aqua Medic, including recurring symptoms, leaks, error codes, unusual sounds, loss of circulation, loss of heat, electrical problems, water loss, changes in equipment operation, or other abnormal conditions.

Customer feedback and continued observation are part of the process of ultimately reaching a successful repair outcome. When Aqua Medic requests operating information, photographs, videos, measurements, error codes, or other observations, timely cooperation from the customer may be necessary for Aqua Medic to determine the appropriate next step.

A condition that develops, changes, becomes visible, or becomes diagnosable after an earlier visit does not establish that the earlier service was defective. It may represent **new diagnostic information or a changing condition requiring additional billable investigation or repair.**

Unless Aqua Medic determines that the need for additional work resulted from technician negligence or improper workmanship, return visits, continued diagnosis, observation, testing, adjustments, and additional repairs remain **billable time-and-materials services.**

WEATHER CONDITIONS, FREEZE EVENTS & URGENT CUSTOMER RESPONSIBILITY

Aquatic systems are particularly vulnerable to changing weather conditions. **Freezing temperatures can cause significant damage within a short period of time,** particularly when equipment is leaking, drained, partially drained, without circulation, without heat, shut down, experiencing an electrical failure, or awaiting repair.

Unless Aqua Medic has expressly agreed in writing to provide ongoing monitoring, winterization, freeze protection, or property-watch services, **the customer remains responsible for monitoring weather conditions and the condition of the aquatic equipment between Aqua Medic service visits.**

The customer agrees to take reasonable and timely action when freezing conditions are expected, including monitoring equipment operation and promptly notifying Aqua Medic of loss of power, circulation, heat, water level, or other conditions that may expose the system to freezing.

If Aqua Medic advises that equipment requires immediate action because of freezing temperatures or another weather-related condition, the customer understands that **delaying authorization, access, draining, winterization, repair, or other recommended protective action may result in additional damage.**

Weather-related deterioration or freeze damage occurring after Aqua Medic leaves the property does not constitute defective workmanship merely because Aqua Medic previously serviced the equipment.

To the fullest extent permitted by law, Aqua Medic is not responsible for freeze or weather-related damage caused by changing weather conditions, equipment failure, loss of power, lack of circulation, delayed

customer notification, delayed authorization, lack of property access, or failure to take recommended protective measures, except to the extent directly caused by Aqua Medic's established negligence.

OUR COMMITMENT & THE CUSTOMER'S COMMITMENT

When Aqua Medic accepts a customer and undertakes a difficult repair, **our commitment is to continue making a reasonable, good-faith effort toward a workable solution rather than abandoning a customer simply because a system is unusual, obsolete, difficult to repair, or requires additional investigation.**

The customer's corresponding commitment is to recognize the time-and-materials nature of that relationship, participate reasonably in the observation and feedback process, and compensate Aqua Medic fairly for the actual professional time, research, sourcing, testing, materials, engineering, and continuing effort required to provide that service.

Continued investigation, engineering, sourcing, observation, testing, modification, or follow-up work may therefore result in additional charges.

RIGHT TO INSPECT & CURE WORKMANSHIP CONCERNS

If the customer believes that a problem resulted from Aqua Medic's workmanship, the customer agrees to **promptly notify Aqua Medic and provide Aqua Medic a reasonable opportunity to inspect the alleged problem and, when appropriate, correct its workmanship within a reasonable period of time.**

The customer understands that requesting Aqua Medic to return and inspect a suspected workmanship issue **does not automatically make that visit complimentary.**

If, upon inspection, Aqua Medic determines that the condition was caused by a clear error, improper workmanship, or negligence by an Aqua Medic technician, reasonable corrective labor associated with correcting that workmanship issue will be provided without charge.

However, if Aqua Medic determines that the condition is **not the result of technician negligence or improper workmanship**, but instead results from a changing condition, equipment failure, deterioration, another component, a concealed or previously unknown condition, water chemistry, electrical conditions, corrosion, freeze damage, manufacturer defect, normal wear, environmental or weather conditions, prior work performed by others, or another circumstance outside Aqua Medic's reasonable control, **the inspection, diagnosis, travel, labor, materials, and subsequent repair work will be billable at Aqua Medic's then-current rates.**

The same applies where a previously repaired condition has changed, progressed, migrated, recurred for a different reason, or where additional defects become apparent through subsequent operation and observation. **A return visit is not considered warranty or complimentary service merely because it concerns the same system, location, component, or symptom.**

Except where immediate action is reasonably necessary to protect persons or property from an emergency or unsafe condition, the customer agrees **not to authorize another contractor to alter, remove, replace,**

repair, or disturb the work at issue before Aqua Medic has been given a reasonable opportunity to inspect and correct it.

If a customer elects to hire another company, replace equipment, modify Aqua Medic's work, or otherwise undertake corrective work **without first providing Aqua Medic this reasonable opportunity to inspect and cure**, the customer agrees that Aqua Medic will not be responsible for third-party labor charges, contractor invoices, replacement costs, consequential expenses, or reimbursement demands resulting from that decision, **to the fullest extent permitted by law.**

Nothing in this provision requires a customer to delay emergency measures reasonably necessary to prevent bodily injury or material property damage.

GOOD-FAITH DISPUTE RESOLUTION & PUBLIC COMMUNICATION

Aqua Medic believes that concerns are most effectively resolved when the customer and Aqua Medic communicate directly and Aqua Medic is provided the opportunity to **inspect the condition, review the service history, understand any new or changing circumstances, and propose a reasonable solution.**

Before seeking financial reimbursement, charging Aqua Medic for work performed by another provider, or asserting that Aqua Medic is financially responsible for an alleged workmanship issue, the customer agrees to notify Aqua Medic of the concern and provide Aqua Medic a **reasonable opportunity to inspect, cure, or otherwise offer a reasonable and appropriate resolution**, except where emergency action is necessary to protect persons or property.

Because aquatic repair frequently involves changing conditions, observation over time, obsolete equipment, field engineering, and continuing diagnosis, the customer understands that **the need for an additional visit or repair does not by itself mean that Aqua Medic's previous work was defective.**

Aqua Medic respectfully requests that customers bring concerns directly to us and allow the inspection and resolution process described in these Terms to occur before escalating a dispute publicly. Our intention is to resolve legitimate concerns fairly, professionally, and in good faith whenever reasonably possible.

Nothing in these Terms prohibits or restricts a customer from providing an **honest review, opinion, or assessment of the customer's experience with Aqua Medic.**

Customers are, however, expected to communicate truthfully and in good faith. Nothing in these Terms waives Aqua Medic's rights or remedies with respect to statements or publications that are **knowingly false, defamatory, libelous, fraudulent, intentionally misleading, or otherwise unlawful.**

A disagreement regarding a diagnosis, invoice, repair strategy, changing equipment condition, or the need for additional billable work does not by itself establish negligence, wrongdoing, or defective workmanship.

Aqua Medic likewise commits to communicating professionally, reviewing legitimate customer concerns in good faith, and offering a reasonable corrective solution when Aqua Medic determines that its workmanship was responsible for the condition.

ASSUMPTION OF INHERENT REPAIR UNCERTAINTY & LIMITATION OF RESPONSIBILITY

The customer acknowledges that Aqua Medic frequently works on systems that are obsolete, damaged, improperly installed, previously repaired or modified, deteriorated, or no longer supported by their manufacturers.

The customer therefore understands and accepts the inherent uncertainty associated with diagnostic, experimental, adaptive, and field-engineered repairs and agrees, **to the fullest extent permitted by applicable law**, to hold Aqua Medic harmless from claims, losses, or expenses arising solely from:

- The inherent uncertainty of troubleshooting or trial-and-refinement repairs;
- Failure of obsolete, deteriorated, unsupported, or previously modified equipment;
- Failure of components other than those actually serviced by Aqua Medic;
- Manufacturer defects or discontinued parts;
- Pre-existing or concealed conditions;
- Changing site, weather, environmental, electrical, hydraulic, structural, or water-chemistry conditions;
- A reasonable diagnostic or repair approach that does not ultimately resolve an underlying or subsequently discovered condition;
- New information or symptoms becoming apparent during subsequent operation or observation; or
- Additional repairs becoming necessary as work progresses.

This provision is intended to allocate the risks inherent in performing repair and re-engineering services on complex aquatic systems and applies **only to the extent permitted by law**.

PARTS & MANUFACTURER WARRANTIES

Parts supplied by Aqua Medic are generally covered by the **applicable manufacturer's warranty**, commonly ranging from one to two years, although coverage varies by manufacturer, product, and component.

All manufacturer warranty terms, exclusions, procedures, and limitations control.

A manufacturer's warranty covering a component does **not automatically cover Aqua Medic's labor, travel, diagnostic time, removal, installation, sourcing, shipping, re-inspection, troubleshooting, observation, or other service charges** associated with determining a failure or completing a warranty repair.

Warranty-related services performed by Aqua Medic remain billable at Aqua Medic's then-current time-and-materials rates unless Aqua Medic specifically agrees otherwise in writing.

FOLLOW-UP SERVICE

Additional visits, adjustments, diagnostics, re-inspections, observation, testing, troubleshooting, warranty assistance, or continuation of previous work are additional services and are billed at Aqua Medic's then-current labor, travel, service-call, and material rates.

The recurrence of the same or a similar symptom does not, by itself, establish that prior work was defective, negligent, or improperly performed.

Aqua Medic does not provide an unlimited free-labor warranty on hourly services.

Complimentary corrective labor will be provided only when Aqua Medic determines that additional work is necessary as a direct result of a **clear error, improper workmanship, or negligence by an Aqua Medic technician**, subject to the customer's obligation to provide Aqua Medic a reasonable opportunity to inspect and correct the condition.

If Aqua Medic inspects a reported concern and determines that no such workmanship error or negligence occurred, **the inspection and any related diagnostic, travel, labor, material, observation, or repair charges remain billable.**

Manufacturer defects, normal equipment failure, recurring or unrelated failures, obsolete components, pre-existing or concealed conditions, inaccessible equipment, improper work performed by others, changing site conditions, weather, water chemistry, freeze damage, corrosion, electrical conditions, environmental factors, or other circumstances outside Aqua Medic's reasonable control do not constitute technician negligence and may require additional billable service.

CUSTOMER ACCEPTANCE

By authorizing Aqua Medic to perform service, approving an estimate, permitting work to proceed or continue, or **paying an Aqua Medic invoice**, the customer acknowledges and accepts these Service Terms & Disclaimer.

These terms govern both the services reflected on the applicable invoice and **subsequent or continuing services provided as part of the customer's ongoing service relationship with Aqua Medic**, unless different terms are expressly agreed to in writing.

Aqua Medic's commitment is to apply our professional experience, technical judgment, and available resources in good faith toward maintaining and repairing the customer's aquatic equipment and to continue working toward reasonable solutions as new information becomes available.

The customer's corresponding commitment is to compensate Aqua Medic fairly for the **actual time, materials, technical work, research, sourcing, engineering, troubleshooting, observation, and ongoing effort required to provide those services; to reasonably monitor and report the condition of the equipment following service; to act promptly when weather or freezing conditions threaten the system; and to provide Aqua Medic a reasonable opportunity to address any legitimate workmanship concern before seeking reimbursement or corrective work from another provider.**