

TERMS AND CONDITIONS FOR CUSTOMERS

By using this website (the “Coverstar Central Site” or “Site”), You (“You” or the “Customer”) agree to be bound by the following terms and conditions (“Terms and Conditions”) under which Coverstar Central, Inc. (“Coverstar Central” “We” or “Us”) will agree to provide its services (the “Services”) to You.

BY PLACING AN ORDER OR PURCHASING SERVICES FROM COVERSTAR CENTRAL, OR OTHERWISE USING THIS SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS, AND ANY OTHER QUOTE, PROPOSAL, ORDER, OR APPLICATION (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES.

This Agreement is effective as of June 1, 2019. We reserve the right to change this Agreement from time to time without notice to You. You acknowledge and agree that it is Your responsibility to review this Site and this Agreement periodically and to be aware of any modifications. Your continued use of the Services, Products, or Site, after such modifications, will constitute Your acknowledgement of the modified Agreement and Your agreement to abide and be bound by the modified Agreement.

1. Use of the Coverstar Central Site and the Services. You may only use the Coverstar Central Site in accordance with these Terms and Conditions, any posted procedures that appear on the Coverstar Central Site, and for lawful purposes. You shall not to use the Coverstar Central Site to: (a) transmit any material that infringes or misappropriates any third party’s copyright, trademark, trade secret, patent, or other proprietary rights, (b) transmit any material that is false, inaccurate, fraudulent, or misleading, (c) distribute computer viruses, worms, or software intended to damage or alter a computer system without the owner’s consent, (d) use “auto-responders,” “cancel-bots,” or other similar mechanisms that generate excessive network traffic, (e) transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar, threatening, harassing or otherwise objectionable material, (f) send or relay any unsolicited advertising or chain letters, (g) exceed Your permitted access or attempt to gain unauthorized access to the Coverstar Central Site, through login, password mining or any other means, (h) link from any portions of the Coverstar Central Site within another web site or establish links from any other web site to any page of the Coverstar Central Site other than the home page or (i) resell use or access to the Coverstar Central Site or the Services to any third party without Coverstar Central’s prior written consent. Coverstar Central reserves the right to terminate Your access to the Coverstar Central Site or Services at any time, without notice, if it determines, in its sole discretion that You have abused or violated any of these Terms and Conditions. When using the Services or materials on this Site, You are subject to any posted guidelines or rules applicable to such Services or materials that may contain terms and conditions in addition to those in this Agreement. All such guidelines or rules are hereby incorporated by reference into this Agreement.

2. Services. The Services may be subject to other terms, conditions and restrictions set forth on the Coverstar Central Site or otherwise communicated in writing to You by Coverstar Central, including via e-mail. The Services and the sale of any goods or products (“Products”) are subject to availability and the terms and conditions of any quotes, proposals, orders, or credit applications (collectively, “Orders”). The sale of Services and/or Products are generally referred to as the “Work”.

3. Electronic Signatures and Pre-Authorization. Submission of a credit card to Coverstar Central for payment or pre-authorization for Services or Products will constitute an acceptance of an Order and this Agreement. Your electronic signature will be collected in the online pre-authorization process. Please note that Coverstar Central treats these as handwritten signatures. Services, including Service calls, may require credit card pre-authorization (“Pre-Authorization”). Pre-Authorization will require validation of available funds for the minimum payment that may be due. Depending on the form of payment, including for debit cards, Pre-Authorization may place a hold on Your account. Charges will not be processed until the sale of Products or Services are completed. Coverstar Central charges may appear on Your credit card statement as Classic Pool & Patio, or combination of the names Coverstar Central and Classic Pool.

4. Payment and Taxes. All invoices for Products or Services are net COD unless otherwise specified by Coverstar Central in writing. Payment is due at the time of Services or upon delivery of Products. Payment may be made by cash or check. If payment for Products or Services is not made in full when due, any balance will be charged to the Pre-Authorized credit card. For any Pre-Authorization, or if You elect to pay Coverstar Central by credit card, You shall provide Coverstar Central with complete and accurate credit or debit card, EFT information, billing and contact information and You shall maintain and update such information as needed. This information includes Your name, street address, e-mail address, and name and telephone number of an authorized billing contact. We accept credit cards for all purchases. You represent, warrant, and covenant that (a) the credit card information you supply to Us is true, correct and complete, (b) charges incurred by You will be honored by Your credit card company, and (c) You will pay charges incurred by You at the posted prices, including all applicable taxes, if any.

5. Failure to Pay. Coverstar Central reserves the right to either terminate this Agreement and/or suspend Customer’s access to the Products or Services for any accounts for which any payment is due but unpaid. Customer agrees that Coverstar Central shall not be liable to Customer or other third party for any suspension of the Products or Services pursuant to this Section. Delinquent invoices and any unpaid balances are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. If Coverstar Central employs an attorney to enforce the terms of this Agreement, it may recover its attorney’s fees and costs of collection, including expert witness fees.

You agree and acknowledge that if You fraudulently report Your credit card used to obtain Products or Services as stolen, or You fraudulently report that an authorized charge by Coverstar Central and/or its authorized agent is unauthorized, Coverstar Central may, in its sole discretion,

pursue any available rights or remedies at law or in equity, including, without limitation, the right to terminate this Agreement, any applicable warranties, and/or Your ability to use the Service.

Notwithstanding any provision contained in this Order or the Agreement, Coverstar Central may file a lien or claim on its behalf if any payment to Coverstar Central is not made as and when provided for by the Agreement.

6. Prices. Unless specified otherwise in a separate written agreement, prices for all Services and Products shall be invoiced in accordance with the then-current Coverstar Central price list. The Coverstar price list may change without prior notice to any party. Any price provided to You in an Order is subject to change, without notice, until full payment is made, unless guaranteed in writing with a specific expiration date. The following prices will apply:

(a) \$60.00 “Service Call Charge” applies to all appointments scheduled for Coverstar Services (“Service Call”).

(b) For all Service Calls, an hourly rate of \$154.00 is billed (“Hourly Fees”). The Hourly Fees will be charged when a Coverstar Central technician arrives at the location the Services are requested (“Property”). Hourly Fees will be charged in 15 minute increments. A minimum Hourly Fee of one hour will be billed for all Service Calls.

(c) “Zone Travel Charges” may apply based upon proximity to the Coverstar Central office in Indianapolis, Indiana. Current Zone Travel Charges are posted on the www.coverstarcentral.com website.

(d) A fuel surcharge will be added to all Service Calls and Product deliveries when Mid-West Average gasoline prices exceed \$3.50 per gallon as determined by the U.S. Dept. of Energy. The DOE weekly average of highway gasoline fuel prices can be obtained by calling (202) 586-6966. The fuel surcharge is based on the Zone Travel Charge. The fuel surcharge will be calculated as follows:

(i) Mid-West Average gasoline prices \$3.50 to \$4.49: 15% fuel charge

(ii) Mid-West Average gasoline prices \$4.50 and above: 20% fuel charge

(e) In some cases, Coverstar Central may offer promotional pricing, discounts, or free Service Calls. Terms and conditions may apply. If a Service Call or Product deliver does not qualify for promotional pricing, discounts, or specials, the fees and costs described herein will apply.

FOR SAKE OF CLARITY, ANY REQUESTS FOR COVERSTAR CENTRAL SERVICES OR PRODUCT DELIVERIES WILL INCUR A \$60.00 SERVICE CALL CHARGE, PLUS ZONE TRAVEL CHARGE, PLUS FUEL SURCHARGE (IF APPLICABLE), PLUS \$154.00 FOR UP TO ONE HOUR OF LABOR (OR MORE, IF ADDITIONAL TIME IS REQUIRED). COVERSTAR CENTRAL DOES NOT OFFER FREE DELIVERY, FREE ON-SITE ESTIMATES, OR FREE DIAGNOSIS.

7. Additional Charges. For any repairs requested, Our technician will review the estimated costs, which may include both labor and parts, with You before any additional work is done. If You decide not to have the Product repaired or replaced (and the Product is not covered by a protection agreement serviced by Coverstar Central or a third-party warranty) the minimum Service Call Charge will apply, plus any Hourly Fees.

8. Return Trip Policy. If Coverstar Central makes a recommendation for repair, for replacement of special order parts, or if the original Service repair requested cannot be completed during Our first trip, the Service Call Charge and Zone Travel Charge will be waived for a the return trip, if the remaining work is scheduled to be performed within 30 days of the original date of the first Service Call. Hourly Fees will continue to apply.

9. Scheduling. We schedule Service Calls Monday through Friday. Due to the nature of Our business, long distance travel between jobs, and the inability to predict Our technician's time on each job, **WE DO NOT GUARANTEE THE ARRIVAL TIME FOR SERVICE CALLS.** Work called for herein is to be performed during Coverstar Central's regular working hours. Overtime rates and/or emergency Services fees will be charged for all Work performed outside such hours at extra cost, if requested by Customer.

10. Deposit. Certain Services and Orders may require the payment of a 50% deposit ("Deposit"). Deposits are **NON-REFUNDABLE IN ALL CIRCUMSTANCES.**

11. Changes. Once a Deposit has been received or a Pre-Authorization has been successfully submitted, You may only make changes to Your information by contacting Coverstar Central directly. Customer, without invalidating the Agreement, may order changes to the Work consisting of additions, deletions, or modifications ("Change Order"). The Order will be adjusted accordingly. The Change Order must be authorized in writing by both Customer and Coverstar Central and shall be subject to a _____ (\$_____) fee. All Change Order fees and adjustments to Order must be paid before the Change Order will be effective.

12. Cancellation. Service Calls must be cancelled at least 36 hours prior to the time a confirmed Service Call is schedule. Cancellation must be made in writing, by sending an email to service@coverstarcentral.com. Service Calls cancelled with less than 36 hours prior notice may result in additional fees.

Certain Products, including special orders already in production, may not be cancelled. Special order Products such as replacement covers and sewing repairs will require payment in full, in advance, for materials, shipping and handling.

13. Product Orders. Coverstar Central ships Products only to locations within the continental United States. The risk of loss and title for all Products passes to You when the Products are delivered to the shipping carrier. All stock Products are F.O.B. Coverstar Central warehouse. Products that drop shipped, out of stock, or special orders are F.O.B. the shipping point. Coverstar Central shall not be responsible or liable for any damages, losses, or liabilities incurred by Customers as a result of any delays in shipment. Shipments to residential addresses carry an additional Service charges. Customers may purchase Products from the Coverstar

Central Site by using any permitted payment method. Coverstar Central reserves the right to change its payment procedures at any time without prior notice to You. Coverstar Central charges sales tax for Products and/or Services performed in AR, IN, IL, KY, LA, MI, MO, NE, OH, OK, TN, TX and WI.

14. Freight Claims. Coverstar Central's responsibility ends when an Order is turned over to a common carrier. Customer must file all claims for lost or damaged Products with the carrier. If You give the carrier a clear receipt of Products that have been damaged in transit, You do so at Your own risk. Freight damage or shortages should be noted on the receiving freight bill and filed with the delivering carrier. Coverstar Central must be advised of concealed damages or shortages within 48 hours of delivery.

15. Product Returns. Coverstar Central cannot cancel or charge a Product Order until the Products are delivered to the Customer. All returns must be expressly authorized by Coverstar Central and must be issued a returned goods authorization number (RGA#) before shipping to Us. Any Products returned without RGA # may result in shipment being refused. A restocking charge of 20% may apply to all returned Products. Returned Products must be shipped prepaid. C.O.D. shipments will be refused. Freight Collect shipments may be refused or freight may be billed back to the Customer.

16. Warranty. COVERSTAR CENTRAL WARRANTS LABOR AND INSTALLATION SERVICES ONLY FOR AUTOMATIC POOL COVERS INSTALLED BY COVERSTAR CENTRAL. Coverstar Central warrants new cover system installations will be free of defects in workmanship for one year from date of installation. Coverstar Central warrants replacement cover installations and Service repairs to be free of defects in workmanship for 30 days from the date of installation or repair. **WHEN REPLACING A COVER, REPAIRING OR SERVICING A COVER, NO WARRANTY IS GIVEN OR CAN BE IMPLIED FOR EXISTING EQUIPMENT CURRENTLY IN USE. WARRANTIES FOR NEW COVER SYSTEMS, REPLACEMENTS OF PARTS UNDER MANUFACTURER'S WARRANTIES, AND REPLACEMENT COVER INSTALLATIONS INCLUDE LABOR CHARGES WITHIN A 150 MILE RADIUS OF COVERSTAR CENTRAL'S OFFICE LOCATION.** Travel charges and other related travel expenses will be charged for warranty work outside 150 mile radius of Coverstar Central's office location. Warranty replacement parts are billed in full when provided or installed. We expedite the return of defective Products to the manufacturer for their inspection pursuant to the manufacturer's warranty guidelines. If defective Products are covered under a manufacturer's warranty, a credit will be issued to Your account for the value of the warranty replacement Product less applicable freight and sales tax, if any.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR

RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE. IN NO EVENT SHALL COVERSTAR CENTRAL OR ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NO EMPLOYEE OR REPRESENTATIVE OF COVERSTAR CENTRAL IS AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE PURCHASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

17. Inspections. As part of a Service Call, as a courtesy and upon request, our technicians may perform and provide a written inspection or evaluation to evaluate the current condition of the different components of the automatic pool cover system. The evaluation is entirely visual and does not involve any structural or electrical load testing. Inspections do not guarantee performance or affect or extend the warranty.

18. Coverstar Central Work on the Property. Customer shall prepare all Work areas to be acceptable for Coverstar Central's Work under the Agreement. Customer shall secure and pay for all necessary approvals, easements, assessments and charges for the Work. Coverstar Central shall commence any Work until sufficient areas are ready to ensure the Work can be completed safely. Coverstar Central shall not be responsible for any damage or liability for any hidden, concealed, or unforeseeable conditions, including but not limited to irrigation systems, pet fencing, underground utilities, pipes or similar conditions. Coverstar Central reserves the right to place a site sign on the Property to help delivery trucks and crews locate the job as well as for Coverstar Central advertising.

It is understood by the Customer that service of the pool covers by Coverstar Central may leave the pool unprotected. If suitable fencing is not in place, uncovered and/or unfenced pools may be a safety hazard. Coverstar Central recommends a temporary fence be installed to restrict access to an uncovered pool area during such maintenance period. **IT IS STRONGLY RECOMMENDED THAT EXTRA PRECAUTIONS BE TAKEN BY THE CUSTOMER TO PREVENT UNSUPERVISED ACCESS BY CHILDREN OR OTHERS TO THE POOL AREA WHILE THE COVER IS BEING SERVICED OR OFF THE POOL. COVERSTAR CENTRAL IS IN NO WAY RESPONSIBLE FOR ANY ACCIDENTS OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE COVER, GUIDES, OR COVER LIDS BEING ON OR OFF THE POOL. YOU AGREE TO INDEMNIFY, RELEASE, AND HOLD COVERSTAR CENTRAL AND ITS AFFILIATES HARMLESS FROM ANY CLAIM OR CAUSE OF ACTION, LOSS, OR LIABILITY (INCLUDING ATTORNEY'S FEES AND COURT COSTS) ARISING FROM ANY DAMAGE, INJURY OR LOSS TO PERSON OR PROPERTY DURING OR AFTER THE PERIOD OF TIME WHEN THE POOL IS BEING SERVICED.**

You acknowledge that You have been informed that the service/removal of pool covers for repair or replacement of the system will involve extra handling (i.e. lifting, resetting, etc.) which may include some risk of damages to the cover lids. This handling has been known, in some cases, to cause chips, cracks or even breaks in the cover lids. **COVERSTAR CENTRAL AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR CHIPS, CRACKS OR BROKEN LIDS THAT MAY RESULT FROM HANDLING DURING SERVICE OR REPLACEMENT OF SYSTEM, COVER OR PARTS.**

You acknowledge that You have been informed that the service/drilling into the coping for repair or installation of the pool cover guide will involve extra handling that may include some risk to the coping and the area around the pool cover guides (i.e. motor bed, tile, deck) from the vibrations of the hammer drill or natural faults in the material. Due to the different processes for installing the copings, the different materials the copings are made of, and the different applications that the copings are applied to, this handling has been known to, in some cases, cause chips, cracks or breaks in the copings and deck. **COVERSTAR CENTRAL AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR CHIPS, CRACKS OR BROKEN LIDS THAT MAY RESULT FROM DRILLING FOR REPAIR OR INSTALLATION.**

You acknowledge that You have been informed that the service/removal of the cover for repair will involve extra handling that may include some risk to the fabric. Due to various unknown conditions of the cover, this handling (i.e. folding, unfolding, dragging, shipping etc.) has been known in some cases to cause small leaks, tears, cracks and stress to cover fabric. **COVERSTAR CENTRAL AND ITS AFFILIATES NOT RESPONSIBLE FOR DAMAGES WHICH MAY RESULT FROM SUCH HANDLING OF COVER DURING REMOVAL, REPLACEMENT OR REPAIR.**

All materials used will be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture, and performance standards. Any and all materials not utilized, and/or left over from the project, shall remain the property of Coverstar Central.

19. Electrical Work. Our technicians are not licensed electricians. A licensed electrician must be called if electrical work is needed. We do not inspect or repair conduits inside the cover housing, ground wiring, junction boxes or any other electrical connection.

20. Product Safety & Liability. Customer acknowledges its responsibility to read and review all instructions, warranties, and safety information provided by the Product manufacturers. Customer shall ensure all safety labels are maintained on Products in accordance with the manufacturers' instructions. Customer acknowledges that some of the Products purchased can cause property damage and/or personal injury if not properly sized, handled, installed, maintained or used. Customer shall indemnify, release, and hold Coverstar Central and its Affiliates harmless from any and all claims or damage, loss or liability (including attorney's fees and court costs) arising out of or connected with Products that have been inadequately or improperly sized, handled, installed, maintained or used.

21. LIMITATION ON LIABILITY. IN NO EVENT SHALL COVERSTAR CENTRAL OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF THIS AGREEMENT, OR THE USE OF, ACCESS TO, RELIANCE ON, UNAVAILABILITY OF, INABILITY TO USE OR IMPROPER USE OF THE PRODUCTS, THE SERVICES, OR THE COVERSTAR CENTRAL SITE, INCLUDING BUT NOT LIMITED TO ANY USER CONTENT, ADVICE, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE COVERSTAR CENTRAL SITE, OR THE DISCLOSURE OR MISUSE OF ANY THIRD PARTIES' PERSONAL INFORMATION, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ANY EVENT, COVERSTAR CENTRAL'S RESPECTIVE TOTAL MAXIMUM LIABILITY IN RESPECT OF THE COVERSTAR CENTRAL SITE OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE USER CONTENT, ADVICE, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE COVERSTAR CENTRAL SITE, IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO TWENTY FIVE UNITED STATES DOLLARS (\$25.00). THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

22. Condition of the Property.

(a) Customer represents and warrants that it: (i) has no knowledge of any proceedings pending or threatened to change or affect the zoning classification of all or any portion of the Property; (ii) it is the owner of record, legally and beneficially, of the Property, or is under contract to purchase the Property, and has the full power and authority to enter into this Agreement and other agreements affecting the Property, and has or will obtain good and marketable title to the Property; (iii) the Property is free and clear and clear of all liens, debts, charges, leases, rights of

way, and other encumbrances; and (iv) has on hand, or will obtain legally binding commitments for all funds necessary to enable it to pay for the Services or Products, as same may be adjusted in accordance with this Agreement.

(b) Customer shall not use subcontractors, contractors, laborers, suppliers, distributors, craftsmen, or other persons on this job except as provided by the Coverstar Central pursuant to the terms of this contract. Customer may not hold the Coverstar Central responsible for the quality of the workmanship and materials utilized by these persons. Customer shall be responsible to Coverstar Central for any delay caused by the use of outside parties.

(c) Customer hereby expressly and unconditionally allows Coverstar Central and its materialmen and subcontractors, the right to drive over driveways and sidewalks with their trucks, backhoe, concrete trucks, delivery trucks, etc. This may result in cracks or other damage. If this does occur, Coverstar Central will have it repaired at Customer's expense.

(d) Customer hereby grants Coverstar Central a non-exclusive, royalty-free, perpetual right and license to any photograph, image, video, or testimonial regarding the Work completed by Coverstar Central at the Property for use in its promotional materials, advertising, or marketing.

(e) Coverstar Central shall not be responsible for any loss due to fire, vandalism, weather or theft of any materials once delivered to the job site. Customer shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against the same. Customer waives any rights or claims Customer may have against Coverstar Central for any personal injuries and/or property damages incurred by anyone on the property during the period of Work, and shall indemnify, defend and hold harmless Coverstar Central harmless from any claims asserted for such alleged injuries and/or damage.

(f) All hidden, concealed, or unforeseeable conditions, including code violations, or subsurface conditions such as rock formations, wetlands, etc., that must be repaired, corrected, replaced, or overcome, and may result in a Change Order to the Work. The discovery and/or removal or testing of any mold or any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from the scope of Work. The Coverstar Central reserves the right to stop Work until such materials are removed.

23. INDEMNITY. CUSTOMER SHALL HOLD COVERSTAR CENTRAL HARMLESS AND SHALL DEFEND AND INDEMNIFY COVERSTAR CENTRAL FOR ANY CLAIMS, ACTIONS, SUITS, AWARDS, DAMAGES, OR OTHER LIABILITY, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, PROFESSIONAL WITNESS FEES, COURT COSTS, AND OTHER CHARGES, ARISING OUT OF OR RELATED TO (I) CUSTOMER'S BREACH OF ANY TERM, CONDITION, OR REPRESENTATION IN THIS AGREEMENT; OR (II) ARISING OUT OF OR RELATED TO ANY CLAIMS, ACTIONS, AWARDS, LIABILITIES, OR DAMAGES FOR ANY INJURY TO PERSON OR PERSONAL PROPERTY ARISING OUT OF CUSTOMER'S VISITS (INCLUDING INVITEES AND GUESTS) TO THE PROPERTY AND/OR RESIDENCE. YOU ALSO AGREE TO INDEMNIFY AND HOLD COVERSTAR

CENTRAL AND ITS AFFILIATES, HARMLESS FROM AND AGAINST ANY LOSSES, COSTS, EXPENSES OR DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEY'S FEES AND COURT COSTS) ARISING FROM ANY CLAIM, CAUSE OF ACTION, SUIT OR DEMAND OF ANY THIRD PARTY DUE TO, ARISING OUT OF OR RELATED TO (A) YOUR ACCESS TO THE COVERSTAR CENTRAL SITE, (B) YOUR USE OF THE COVERSTAR CENTRAL SITE, (C) ANY USER CONTENT POSTED, UPLOADED OR TRANSMITTED BY YOU, (D) YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR (E) THE INFRINGEMENT OR OTHER VIOLATION BY YOU, OR ANY THIRD PARTY USING YOUR ACCOUNT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY.

24. Communications with Coverstar Central. Any communication or material You transmit to Us by e-mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and nonproprietary. Except to the extent expressly covered by our Privacy Policy, anything You transmit or post may be used by Us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. You expressly agree that We are free to use any ideas, concepts, know-how, or techniques contained in any communication You send to Us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

25. Customer Obligations. You agree to provide true, accurate, current and correct information about Yourself. If Coverstar Central has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Coverstar Central has the right to suspend or terminate Your account and refuse any and all current or future use of the account.

26. Privacy: Coverstar Central will not disclose customer information to any third party, other than as required to process payment, without the express written consent of the Customer. Coverstar Central will only use the credit card information provided as is necessary to complete the transactions requested by the Customer and as is necessary to process payment.

27. Disclaimer. Coverstar Central reserves the right to refuse or cancel any Orders placed for Products and/or Services where restricted or prohibited. In the event of a pricing error on the Coverstar Central Site, Coverstar Central reserves the right to cancel any Orders resulting from such pricing errors, or to correct pricing, and advise the Customer before delivery or shipment is made. To properly serve all customers, Coverstar Central reserves the right to limit Product order quantities. Coverstar Central further reserves the right to cancel multiple orders of a limited quantity Product shipped to the same delivery address. Coverstar Central may display advertising prints for Products sold through a Coverstar Central Site. Coverstar Central attempts to display the colors of the Products shown on the Coverstar Central Site as accurately as possible. However, Coverstar Central cannot guarantee that the color You see matches the Product color, as the display color depends, in part, upon the monitor used by You. The descriptions of Products and Services that are posted on the Site are the representations of Our suppliers. We are not responsible for the accuracy of such descriptions, nor are We responsible for typographical, pricing, product information, advertising or shipping errors. All trademarks and registered trademarks relating to Products and Services available through the Site are the sole property of their respective owners. Photographs courtesy of the respective manufacturers.

28. FORCE MAJEURE. COVERSTAR CENTRAL SHALL NOT BE RESPONSIBLE FOR DAMAGES CAUSED BY DELAY OR FAILURE TO PERFORM, IN FULL OR IN PART, ANY OF ITS OBLIGATIONS IN CONNECTION WITH THE COVERSTAR CENTRAL SITE, THE PRODUCTS, OR SERVICES, PROVIDED THAT THERE IS DUE DILIGENCE IN ATTEMPTED PERFORMANCE UNDER THE CIRCUMSTANCES AND THAT SUCH A DELAY OR FAILURE IS DUE TO FIRE, EARTHQUAKE, UNUSUALLY SEVERE WEATHER, STRIKES, GOVERNMENT SANCTIONED EMBARGO, FLOOD, ACT OF GOD, ACT OF WAR OR TERRORISM, ACT OF ANY PUBLIC AUTHORITY OR SOVEREIGN GOVERNMENT, CIVIL DISORDER, DELAY OR DESTRUCTION CAUSED BY PUBLIC CARRIER, OR ANY OTHER CIRCUMSTANCE SUBSTANTIALLY BEYOND THE CONTROL OF COVERSTAR CENTRAL.

29. General Provisions.

(a) Notices. Notices between the parties will be by personal delivery, overnight delivery, or certified or registered mail, return receipt requested, and will be deemed given upon receipt at the address of the recipient party or five (5) days after deposit in the mail, or via email with confirmation of receipt. Addresses used will be the ones set forth above or such other address as a party hereto will notify the other in writing.

(b) Severability. In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a mutually agreeable valid provision that most closely approximates the intent of the invalid provision.

(c) Headings; Merger; Entire Understanding; Waiver; and Severability. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. This document and any exhibit attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. The parties agree that in the event Customer utilizes a purchase order, any term therein that purports to modify or supplement the terms of this Agreement will be void with no force or effect. No amendments, change, or modification of this Agreement shall be valid unless in writing signed by the parties. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement. No waiver by either party of any default will be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

(d) No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

(e) **Assignment.** Customer shall not assign, transfer, or delegate any of its rights and obligations under this Agreement without the prior written consent of an authorized representative of Coverstar Central. Any assignment in violation of this Agreement will be void and of no force and effect. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

(f) **Relationship.** Each party hereto is an independent contractor, and neither party is, nor will claim to be, a legal representative, partner, franchisee, agent, or employee of the other. This Agreement sets forth the Parties' entire liability and exclusive remedies relating to this Agreement and the Services provided to Customer under this Agreement.

(g) **Publicity.** With Customer's consent, Customer agrees that Coverstar Central may reference Customer's execution of this Agreement and its status as a user of the Site or Services on Coverstar Central's website, in marketing materials and in sales presentations. Coverstar Central may use Customer's trade names and trademarks in connection with such usage.

(i) **Counterparts and Electronic Signatures.** If this Agreement is manually signed by the parties, (i) it may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement; and (ii) a signature transmitted via facsimile, scanned original, or third party e-signature system will be deemed an enforceable signature for the purpose of demonstrating the signing party's assent to the Agreement.

(j) **Applicable Terms.** If Coverstar Central amends, modifies, alters, revokes, or otherwise changes any material terms of this Agreement ("Amendment"), Coverstar Central shall notify Customer by either sending an email to the notification email address or posting a notice on the Customer's invoice. Any modifications to this Agreement will be effective upon posting. Customer may not modify this Agreement unless approved in writing by a duly authorized representative of Coverstar Central.

(k) **Governing Law.** Any claims or disputes asserted against Coverstar Central will be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules regarding conflict of laws, specifically including the provisions of the Uniform Commercial Code as adopted by Indiana. Each Party consents to the personal jurisdiction of the state and federal courts located in the State of Indiana and agrees that any claim arising from or relating to this Agreement will be brought in the state or federal courts located in Marion County, Indiana. In the event an action is filed in the Marion County Commercial Court, no other Party shall object to the matter remaining on the Commercial Court docket.

(l) **International Use.** Although this Site may be accessible worldwide, Coverstar Central makes no representation the Services, Products, or Site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Services, Products, or Site is void where prohibited.

(m) Survival. Any provisions necessary to interpret the respective rights and obligations of the parties hereunder will survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration. The provisions entitled “Warranties,” “Limitation of Liability,” “Indemnification” and “General Provisions” will survive the termination of this Agreement in accordance with their terms.

(n) Contact and Violations. Please contact us with any questions regarding these Terms and Conditions. Please report any violations of the Terms and Conditions to contact@coverstarcentral.com

Congratulations

Your information has been successfully submitted to Coverstar Central and your service request has been confirmed. Feel free to print a copy for your records.

Prior to servicing your cover, the following tasks should be completed to prevent unnecessary labor, additional charges or inconvenient delays.

- Pool water must be raised to the middle of the skimmer opening (operating level)
- Cover must be clear of any water, leaves, debris or substitute cover
- Garden hose spigots are accessible and operational
- Electrical power to the cover is on
- Pets are put indoors, and gates are left unlocked
- Stone, brick or concrete cover lids must be removed, or a Release Form must be signed and submitted in advance.
- If service or repairs cannot be performed due to lack of proper cover care or preparation for scheduled service visit including, but not limited to gates being locked, excess water on top of the cover, no electricity to the cover, no Release Form on file, etc., You will be responsible for the minimum charges on the unproductive trip and again on the return trip.

Our technicians customarily call when they are within 30 to 60 minutes of your jobsite to let you know they are on their way. If for some reason we cannot get to your job on the day scheduled, every effort will be made to let you know as soon as possible that your job has been rescheduled.

Please note: It is not unusual for our technicians to work until dark.

Contact Information

E-mail: scheduling@coverstarcentral.com

Phone: 317-841-7727 or 800-307-7727

Fax: 317-842-7761

Coverstar Central, 9211 Castlegate Drive, Indianapolis, IN 46256
