



**TERMS AND CONDITIONS OF SALE**

1. Pool Cover Specialists® National, Inc. (PCSN, Inc.) reserves the right to postpone manufacture of the system described in this Contract until PCSN, Inc. has received the required deposit.
2. The signature of the Dealer/Customer signifies (1) that the Dealer/Customer understands the Terms, Conditions, Limitations, and Exclusions of the Limited Warranties which PCSN, Inc. provides to the End Customer; (2) that the Dealer/Customer accepts the Terms, Conditions, Limitations, and Exclusions of the Limited Warranties; (3) that the Dealer has made no other representations or claims to End Customers on behalf of PCSN, Inc. relative to the Limited Warranties; (4) that the Dealer/customer will provide warranty labor on warranted components for one year from date of install at no charge to the End Customer or PCSN (5) that the Dealer has copies of the Limited Warranties on file; (6) that the Dealer/Customer understands that it is the responsibility of the End Customer to activate the Limited Warranties from PCSN, Inc. by submitting the Warranty Registration information provided with each cover system, according to the Instructions provided; and (7) that it is the Dealer/Customer’s responsibility to make sure the End Customer has been given Warranty Registration information and that the End Customer understands their responsibility to submit the Warranty Registration to the Manufacturer according to the Terms described in the Warranty Registration Instructions.  
\* *Limited Warranties: Fabric Limited Warranty, Electrical Limited Warranty, Mechanism Lifetime Limited Warranty.*
3. Unless the Dealer/Customer has pre-approved credit terms, all systems must be pre-paid prior to shipment. Note: If the Dealer/Customer has pre-approved credit terms, the Manufacturer will provide the Dealer with terms that have been agreed upon in writing for the balance of this Contract.
4. If Dealer/Customer defaults in making full payment for the system described in this Agreement, according to the Terms of this Agreement, the Dealer/Customer agrees to pay interest on the unpaid balance at 2% per month plus reasonable attorney fees if suit is filed to collect the debt.
5. The System purchased in this Contract will not be subject to any of the Manufacturer’s Limited Warranties until payment has been made in full, according to Terms described herein.
6. Unless specified to the contrary in a separate agreement between the manufacturer and dealer, prices are subject to change without notice. PCSN, Inc. reserves the right to invoice at prices in effect at the time of shipment and to periodically audit and correct typographical or calculation errors.
7. Dealers acknowledge their responsibility to provide End Customers with all of the warranties, instructions, and safety information provided by the manufacturer. Dealers shall install PCSN, Inc. products and attach all safety labels per the manufacturer’s instructions. Dealers acknowledge that some of the goods purchased can cause property damage or personal injury if not properly sized, installed, maintained or used. The Dealer agrees to indemnify and hold harmless the manufacturer from any and all claims and damage, loss or liability arising out of or connected with products purchased from the manufacturer, which have been improperly sized, handled, installed, maintained or used.
8. Indemnification. Dealer/Customer agrees to indemnify and hold PCSN, Inc. harmless from and against any and all actual or threatened liabilities, penalties, actions, judgments, suits, claims, attorneys’ fees, and expenses of any kind that arise out of the liability or potential liability of Dealer/Customer or its agents to the fullest extent permitted by law. This indemnity clause includes, but is not limited to, improper measurement, improper installation, and violations of federal or state laws.

**ADDITIONAL REQUIREMENTS AND INSTRUCTIONS**

SHIPMENT: Must ship freight prepaid, unless Dealer/Customer has an account which would then ship freight collect. Note: If Dealer/Customer ships freight collect, they are 100% responsible for all claims of damage against the carrier used.

MEASUREMENT: Maximum width is 25’. Maximum length is 70’ unless the Dealer has made arrangements with Pool Cover Specialists National, Inc. for modifications necessary to accommodate a larger size pool. (Pool Cover Specialists National, Inc. cannot be responsible for incorrect measurements by others and will not be responsible for problems associated with installations on pools not meeting PCSN, Inc.’s specifications, or done by non-authorized and/or trained PCSN, Inc. installers.)

LADDERS, HAND RAILS: Receptor slots must be positioned a minimum of 3” from the track. This will prevent the slot from interfering with the cover wheels. Note: If receptor slot is positioned outside of the track, ladders can be hinged to fold up so covers can operate underneath them. On TOPTRACK installations, GRABRAILS must have 6” minimum clearance beneath them.

DIVING BOARD: Deck-Mounted installations where the mechanism is positioned underneath the DIVING BOARD, the diving board standard (platform) must be at least 2’ back from the pool edge to permit room for the mechanism to be anchored to the deck without interference. In addition, the diving board must be 14” above deck. Please provide the distance in feet and inches from the bottom of the diving board to the pool deck.

POOL DECK: The pool deck should be constructed flush with the recessed box. Keep deck slope to minimum in the track area. Determine deck slope by using a level on a 2x4 of good length applied from pool coping to approximate location of the box and the end of the track at the opposite end. Upon doing so, if the slope exceeds one inch in 4 feet, indicate the degree of slope on the first page of this form.

DECK SURFACE: Note: Large areas of exposed deck that the cover slides across can cause extreme friction, suction and lagging of the cover known as “deck drag”. It is important when installing a pool cover that you keep large areas of exposed deck to a minimum, or take measures to reduce deck drag. Each type of deck surface reacts differently to pool cover fabric which may cause lagging and excess friction that does not allow the cover to open or close properly. If you have large areas of exposed deck the cover must cross, a blower or other means may be required to be installed during construction to help free the cover from the deck so it can then slide open or close more easily. However, some deck materials, finishes and re-finishes can be too smooth, sharp or abrasive; these types of decks or finishes can also cause damage to the pool cover and are not covered under the limited warranties.

DECK WIDTH: The width of the deck at both ends of the pool is critical in determining placement of the mechanism. Please indicate the width of the pool accurately (measure both ends and the middle on rectangular pools and provide sketch if possible).

POOL WATER CHEMISTRY: A covered swimming pool uses fewer chemicals than an uncovered pool. Chlorine levels should be between .05-1.0 PPM and PH levels should be between 7.3-7.8. Maintaining your pool chemistry is extremely important and when not balanced can cause damage to the pool, pool components and the pool cover. Note: Salt Water Systems produce chlorine. Pool chemistry must be properly maintained when a pool cover is used. Note: Chemical damage is not covered under warranty.

ELECTRICAL; INFINITY 4000™ mechanisms are shipped from the factory with a standard key operated controller. All controllers must be mounted in a location that permits total visibility of the pool. Limit the distance from mechanism to 30’ if controller type is a *wireless*. Builders/installers must bond and install controllers and all metal components of the mechanism in accordance with local codes and/or National Electrical Code 680-26 thru 30, whichever is stricter.

*Dealer/Customer Signature of compliance to above terms and requirements:*

Signature \_\_\_\_\_ Dated this Day of \_\_\_\_\_, 20\_\_\_\_\_