

Terms and Conditions

AGREEMENT OF SALE:

THIS IS NOT AN ESTIMATE - THIS IS A LEGAL CONTRACT.

-THE ENTIRE BALANCE IS DUE 7 DAYS PRIOR TO DELIVERY OF MERCHANDISE UNLESS FINANCING

-ALL DEPOSITS ARE NON-REFUNDABLE AFTER 72 HOURS

-CUSTOMER AGREES TO TAKE DELIVERY WITHIN 20 DAYS OF ARRIVAL AT THE MAINELY TUBS WAREHOUSE. AFTER 20 DAYS WE

RESERVE THE RIGHT TO REASSIGN THE UNIT TO ANOTHER CUSTOMER AND TO REORDER A NEW UNIT ONCE THE CUSTOMER HAS NOTIFIED MAINELY TUBS THAT THEY ARE READY TO TAKE DELIVERY _____

ELECTRICAL REQUIREMENTS

Sub-panel/outlet given: YES / NO

120volt Spas are convertible

120volt _____ Yes / No

240volt _____ Yes / No

1. All hot tubs, Swim Spas and Saunas must be wired in accordance with applicable local and national

electrical codes. The installer should read the

pre-delivery guide provided for your specific manufacturer and model.

2. Mainely Tubs will provide you with the 230V subpanel breaker box when applicable. On the Converted 230V

models, the subpanel will be available

for purchase. Watkins Manufacturing Corporation requires the use of a GFCI subpanel (220v unit) or GFCI

protect cord (110v units) to supply power

and protect the spa.

Mainely Tubs DOES NOT PROVIDE ANY ELECTRICAL SERVICES OR MAKE ANY ELECTRICAL CONNECTIONS.

WE STRONGLY ADVISE THAT ALL ELECTRICAL WIRING BE REFERRED TO A LICENSED ELECTRICIAN

Initial here _____

SURFACE AND PAD REQUIREMENTS:

Site Description _____ Crane Needed?: YES / NO _____

1. Your new spa should be placed on a uniformly level and firm surface. A reinforced concrete pad at least four to six inches thick or a structurally sound deck is needed to support the "dead weight", found in the spa specification chart of the Pre-Delivery Guide, is recommended. Refer to your Pre-Delivery Guide for other foundations or proper support that is acceptable for your specific product. Swim Spas should be placed on a reinforced rebar concrete pad at least 6 to 8 inches thick, depending on the size of the unit. Refer to your Pre-Delivery Guide. 2. A site visit from Mainely Tubs is required for all swim spa installations. 3. Delivery crews do NOT level or prepare spa sites.

ACCESS AND CLEARANCE 1. Depending on the size, your spa requires minimum clearances to travel through gates, between the house, side fences, doorways, etc. 2. Decks over 5 steps, or 6 feet high, may require additional equipment and charges may apply. 3. The distance required to turn a corner should be equal to the length of the spa. 4. All debris limiting or blocking access to the job site must be removed prior to delivery. Any trimming of trees or bushes, removal of debris, leveling of ground or other general maintenance must be done prior to delivery. 5. Mainely Tubs is not responsible for any damage resulting from clearances of less than 6" greater of width or height of the hot tub dimensions. 6. It is the responsibility of the customer to provide at least 36" clearance to the front panel or additional fees may apply. 7. Clearance for the installation & operation of the cover lifter must be provided.

DELIVERY AND SET UP 1. Please call the Delivery Coordinator at (207)883-6357 ext. 3 to schedule your delivery. 2. The time required to set up your spa varies due to each job's complexity; however, 1-2 hours is usually the time required. It is impossible for us to guarantee an exact arrival time; all deliveries and set up times are approximate on delivery day. 3. Delivery appointments that are cancelled within 1 business day (M-F), or cancelled on Saturday/Sunday for Monday deliveries, are subject to a \$650 redelivery fee. 4. If we attempt to deliver and discover a crane is necessary or that the site is not fully prepared, there will be a \$650 charge for the second attempt and \$650 for subsequent delivery attempts. Crane charges are the responsibility of the BUYER. The hot tub or Swim Spa will be placed as close as possible to the site location, if a redelivery is not requested. 5. Delivery crews will NOT wait for site preparation or electrical if it will delay them at the time of delivery. 6. Our delivery includes: Installation of product to your prepared designated site; Supervise any crane or deck winch installations, as per contract; Orient per customer's directions; Install cover and cover safety clips; Install spa accessories purchased prior to delivery from Mainely Tubs; Give customer overview of the primary functions and operations; Review owner's manual for exact startup procedures and any applicable accessory manual(s); Chemical system orientation and reviewing initial chemical startup procedures; Review point-of-contact for startup issues or questions; Review serial number and customer delivery statement; Clean and remove all garbage and debris.

7. Please take time and note any damage at time of delivery, and report it to the delivery crew.

EXISTING TUB? YES / NO REMOVAL? YES / NO

SPECIAL CIRCUMSTANCES?: _____

_____ SERVICE TRIP CHARGE

Beginning 90 days after delivery of your hot tub, swim spa, sauna or related accessory, Mainely Tubs will charge a trip charge for all service visits. The trip charge is subject to change over time and is currently \$135.00. Acknowledgement (Please Initial) _____ WIRELESS AUDIO SYSTEM/SPEAKERS All stock hot tubs come pre-configured with speakers so that a Wireless Audio System may be added at the time of purchase or in the future. By request, hot tubs can also be special ordered without speakers. I am ordering my hot tub with / without a Wireless Audio System for an additional \$1,299 (circle one). (Please Initial) _____ LEGAL 1. Read your invoice carefully. You should not expect anything not written on your invoice. 2. This contract constitutes the entire agreement and the parties are not bound by any oral representation by either party. 3. This contract may only be cancelled, by either party, within 72 hours from the contract date (on the front of the contract). All deposits are non-refundable after the 72 hour period. 4. All Product requires a minimum deposit of 50% of the purchase price or fully signed finance forms prior to ordering the product. This is a non-refundable deposit. 5. For all in-stock product we require a minimum deposit of 50% of the purchase price or fully signed finance forms 7 days after the initial deposit is taken. This is a non-refundable deposit. 5. Special order items must be prepaid. This is a non-refundable deposit. 6. SELLER retains a secured interest in product until monies due are paid in full. 7. Mainely Tubs is NOT responsible for work completed by independent companies (i.e. electrical, site work, crane). These companies in no way are affiliated with Mainely Tubs they are strictly a referral. 8. If required, it is the responsibility of the buyer for any governmental fees, licenses, permits and/or inspections required for installation. 9. Manufacturers' warranties are non-transferable and are enforced only to the original purchaser. 10. All used hot tubs must be delivered within 90 days of the initial deposit any/all deposits are subject to forfeit as well as the specific tub on hold. . All used spas come with a standard 1 year warranty from date of delivery.

PAYMENT INFORMATION: Paid in Full YES / NO Financing? YES and Approved in FULL / NO Paperwork Complete? YES / NO TIME FRAME FOR DELIVERY?:
