

PHOENIX PRECAST PRODUCTS, INC.

Policies for fountain delivery and set-up

1) Normal delivery and installation time on in stock items is approximately one week. Custom orders / non-stock items delivery and installation time varies from 6 to 10 weeks.

Any repairs within the (90) ninety day fountain set-up and service warranty period will be addressed within a one-week period.

2) The guarantee on fountain set-up and service warranty period is (90) ninety days.

3) The respective manufactures' guarantee their pumps for (1) one year.

Fountain warranties on materials and manufactures' defects from date of installation are as follows:

Al's Garden Art – (1) one year
Gist Décor – (1) one year
Design Cast – (2) two years
Henri Fountains – (5) five years

Should the pump fail or a problem with the fountain develop within the **“fountain set-up and service warranty period”**, it will be rectified at no charge, a change of original fountain installation location by others than Phoenix Precast Products, Inc. employee's will void the *fountain set-up and service warranty period*. Any problems after the fountain set-up and service warranty period will be subject to a service charge.

4) **All delivery and setup prices are subject to change.** Prices quoted assume easy access to location of set-up, a plug-in electrical outlet within three feet, as well as level, solid ground or a concrete footing. Fountain placement area should be prepared to receive materials.

5) The installer retains the right to refuse to set-up the fountain should the conditions be inadequate in their opinion.

6) The installer is not responsible for the fountain tilting due to ground settling (even if the installer provided and installed a nonrefundable fountain pad).

7) Charges will be incurred by the customer on call-backs for fountain failures that are clearly the fault of others (some common problems are debris in the impeller due to improper or inadequate cleaning, change of original fountain set-up location, electrical problems elsewhere in the system and low water level).

8) “Delivery Only” means that the fountain will be delivered to the customer's place of address and pending access, offloaded to within a reasonable distance of the fountain's set-up area. Should the installer have to return to install the fountain, full charges of delivery and set-up will be incurred by the customer.

9) In cases where the path to the fountain set-up area is obstructed or impassable except with the use of special equipment or an inordinate amount of extra time, man power and/or difficulty, **extra charges will be incurred by the customer.**

Those charges will be agreed upon prior to commencement of set-up (generally, difficult conditions occur because the path is obstructed by steps, narrow gates, through homes or “soggy soil”).

10) In cases where there is an existing fountain in the set-up location and it needs to be hauled or moved away, there will be an extra charge to be determined before starting.

- **Removal of an existing fountain is ultimately at the discretion of the installer.**

11) The installer is not responsible for any plants grass or any type of foundation that may be damaged in the process of delivering and set-up. (note: installer does not hand carry heavy merchandise, it is rolled on a dolly to the set-up location)

12) It must be clearly stated where exactly the fountain is being set-up prior to installation.

13) Customers will be contacted two days prior to the available delivery and set-up date. Customers are required to confirm the date of installation, with Phoenix Precast Products, Inc by noon the day prior to delivery and installation (during business hours). Non-confirmation will move the delivery to the next available delivery date.

14) There are no guarantees on the exact time of delivery. Customers will be given a three-hour window of approximate delivery time.

Should you have any question or concerns, please contact Phoenix Precast Products, Inc (602) 569-6090

I agree with the policies stated by Phoenix Precast Products, Inc. in this contract.

Signature: _____

Date: _____

Print name: _____