

TERMS AND CONDITIONS

The following terms and conditions must be agreed to prior to your order being processed. **Please read them carefully.**

Responsibilities of the Purchaser regarding the following: Order Processing, Cancellations, Shipping and Delivery.

Order Processing:

During the processing period, we are unable to accept any changes to the order itself. (The shipping address and contact phone number changes are always accepted but may result in a fee assessed by the freight company).

Spa covers will be made to the dimensions provided but due to the nature of the materials used, we reserve the right to allow the spa cover to be no more than 1 inch larger than the specified size.

Phone Orders:

We accept both orders by Phone as well as Online through the E-commerce store www.spacoversetc.com . A confirmation of the order taken by phone will be sent to the Purchaser's email. It is the responsibility of the Purchaser to verify the order form and notify the Seller regarding any errors or discrepancies.

Online Orders:

We encourage our customers to purchase spa covers and other products through our E-commerce store/ website. This may help to avoid any discrepancies in measurements, etc. **By submitting your order online the purchaser agrees to these terms and conditions.**

If you do not receive an order confirmation within 24 hours please contact the office so we may reissue one. After 24 hours the order is considered complete and correct and therefore we do not responsibility for any measurements or cover details such as measurements, hinge direction, color, foam density, etc..

Cancellations:

The Purchaser may cancel the order within 24 hours of submitting the order without penalty. Your order cancellation must be submitted in writing via email to: discountpoolsupply@cox.net

Orders cancelled after 24 hours are subject to a 25% restocking fee.

Free-formed spa covers and spa covers ordered when using our in-home measuring service or template service are subject to the agreed up fee for the service.

Local Delivery (Orange County, Ca.):

Local deliveries are usually done in-house. Discount Pool Supply will deliver your spa cover to the front porch (or back yard if agreed upon prior to delivery). It is recommended that someone is present to sign for the item(s). We do not install spa covers, the locking tie downs, or attached your spa cover to the existing cover lift.

Haul-away of old spa cover (Orange County Only) will be done at the time of delivery for a fee. Discount Pool Supply will not haul away DIY spa covers (i.e. homemade spa covers, wood spa covers, metal spa covers). Vinyl spa covers that have retained water weight are subject to additional fees. Spa covers that are deteriorated the point that the vinyl is falling off the spa cover or the foam is breaking may be left at the purchaser's home at the discretion of Discount Pool Supply. Some restrictions apply.

Shipping:

Your spa cover will be shipped in a box approximately 4' x 8'. The weight of the cover depends on the size of the cover and the foam type. Because the shipment is considered "oversized" it is too large to be sent by typical carriers (i.e. UPS, FedEx, etc.). Spa covers will be shipped via an independent freight company and all deliveries will be made Monday through Friday excluding holidays.

The freight company will contact the Purchaser when the spa cover has arrived at the local transfer hub nearest your city. They will schedule a time frame directly with the Purchaser. Usually this is a 3-4 hour window (times are not actual and not guaranteed). All questions regarding the delivery should be directed to the carrier

themselves. If you schedule an appointment for delivery and are not present to accept the item(s) when the driver arrives, a fee for redelivery will be assessed.

SOMEONE MUST BE PRESENT DURING THE DELIVERY TO INSPECT THE SHIPMENT FOR DAMAGE.

If you leave a note for the driver or make arraignments with the freight company to deliver the spa cover without anyone present to sign, you are authorizing them to leave the cover in your possession regardless of damage. With that, you are accepting **FULL RESPONSIBILITY** for the cover and will have to file freight claim directly with the freight company if there is any damage.

All spa covers must be inspected prior to signing the delivery receipt. Look first at the box for damage. If the box has visible damage, open the box and inspect the cover. If the spa cover is damaged **DO NOT SIGN** the delivery receipt.

IF THE COVER IS DAMAGED THE SHIPMENT MUST BE REFUSED. IF THE PURCHASER (OR ANOTHER PERSON ACCEPTING THE SHIPMENT ON THEIR BEHALF) SIGNS FOR A DAMAGED COVER AND THE DAMAGE IS NOT NOTATED ON THE DELIVERY RECEIPT THEY WILL BE RESPONSIBLE FOR FILING THE FREIGHT CLAIM DIRECTLY WITH THE FREIGHT COMPANY. DISCOUNT POOL SUPPLY AND / OR IDEAL SPA COVERS WILL NOT BE RESPONSIBLE.

If the spa cover is damaged and the purchaser refuses the delivery or you are given an exception number by the freight company **AND** the damage is noted on the freight bill of lading, contact our office ASAP. We will build and ship a new spa cover ASAP and file the freight claim directly with the freight company on your behalf.

If the spa cover is damaged and you sign for the spa cover and accept the shipment, the Purchaser will have to file the freight claim directly with the freight company.

Returns:

All spa covers are custom made according to the specifications requested by the Purchaser and therefore are **NON RETURNABLE**. Spa cover lifters may be returned within 30 days, at the Purchaser's expense. All item(s) must be in their

original packaging and with all included hardware. A request for RMA # (return merchandise authorization) is required and must be requested in writing via email to discountpoolsupply@cox.net . Any item returned without RMA # will not be credited. A refund will be issued once all contents are verified.

Note** this does NOT apply to spa covers refused due to damage.