

TERMS & CONDITIONS

OBLIGATIONS OF PREMIER TECH

1. Premier Tech agrees, after all applicable fees have been paid by the User, to perform the maintenance services of the Treatment Systems and other components identified on the front of this document (hereinafter referred to as « Treatment Systems ») installed on the property of the User for a period of one (1) year as required by the regulation in effect. Please refer to the Maintenance section of the Owner's Manual for more details regarding what is included and excluded in the maintenance service of your Treatment System.
2. The maintenance of the Treatment System must be performed by Premier Tech, a representative of Premier Tech or a qualified third party.
3. The price of the annual maintenance Agreement must be paid to Premier Tech by the User and renewed annually by the User. These costs cover the services detailed in the Owner's Manual. This amount does not include the cost of purchase, installation, replacement or any repair required on a Treatment System not covered by the manufacturer as per the terms of the Warranty Certificate of the system.

For more information about the maintenance of your Treatment System, please consult the Owner's Manual or contact us at 1-800-632-6356 or 418 867-8883. One of our Customer Service representatives will be happy to assist you. Premier Tech and the User acknowledge that this Agreement is related to the purchase of a Treatment System by the User and that it is only valid if such a purchase was made.

OBLIGATIONS OF USER

4. The User agrees to provide a duly completed and signed copy of this Agreement to Premier Tech in order for the annual maintenance to be performed on the Treatment System and the warranty to be honored by Premier Tech. A valid maintenance Agreement being an essential condition to the validity of the warranty of the Treatment System (please refer to section 4 of the Certificate of Warranty).
5. When local regulation in effect requires it, the User agrees to provide a duly completed and signed copy of this Agreement to the municipality where the Treatment System was installed (please validate if this is necessary with your municipality).
6. The User agrees to grant access to the installed Treatment System to Premier Tech, its representative or a duly authorized third party in order for the maintenance to be properly completed. The lids of the Treatment System shall at all times remain accessible and free of any encumbrance. Additional fees will be charged to the User if the annual maintenance must be postponed as a result of the impossibility for Premier Tech, its representative or an authorized third party of accessing the Treatment System to perform the maintenance as planned.
7. Should access to the User's premises not be practicable for vehicles, the User agrees to provide Premier Tech, its representative or an authorized third party with reasonable and practicable access to the premises so that the services detailed in this Agreement can be performed.
8. The User acknowledges receipt of a copy of the Treatment System Owner's Manual from Premier Tech or the installer of the Treatment System. The User acknowledges having read and understood this document and agrees to comply with the directions and guidelines contained in the Owner's Manual regarding the use of the Treatment System.
9. The User hereby agrees to keep the Owner's Manual, the Annual Maintenance Program and Warranty Activation Form, the Warranty Certificate and the Proofs of Maintenance provided annually by Premier Tech, its representative or an authorized third party in a safe location. The User also agrees to provide these documents to any subsequent purchaser of the premises so that the new User can benefit from the Premier Tech Maintenance Program, enjoy the protections offered by all Premier Tech warranties and be informed of the terms and conditions of the Warranty Certificate and all the obligations of the User of an onsite treatment system.
10. The User agrees to make no changes in the use or function of the building serviced by the purchased Treatment System, nor make any modification to the system's installation as originally specified and approved by the municipality under applicable laws and regulations. Any change or modification shall only be made if pre-authorized jointly by the municipality and Premier Tech. Any change or modification without prior authorization from Premier Tech will void the warranty of the Treatment System.

GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement shall be governed by the laws in force in the State in which this Agreement has been entered.
- 11.2 The Parties agree, with respect to any claim or legal proceedings for any purpose whatsoever about this Agreement, to elect the county of Pottawattamie County (Iowa), as the proper forum for the hearing of said claims or said legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute per the requirements of the law.

RESPONSABILITIES OF MAINTENANCE PROVIDER

| Equipment | Services |
|--|--|
| General | Accessibility to system |
| Septic tank | Visual inspection |
| | Tank condition |
| | Baffle condition |
| | Filter clean-up |
| Pump station (when applicable) | Visual inspection of water level |
| | General inspection |
| | Picture taken, if required |
| Ecoflo biofilter | Inspection |
| | Tank condition |
| | Tipping bucket condition/functioning |
| | Distribution plates conditions/functioning |
| | Filtering media condition |
| Drainfield | Racking of the filtering media |
| | Seepage inspection |
| Reporting | Visual inspection of yard |
| | Completion of the WALTER Wastewater Treatment Script by the service partner (on the premises and from his service vehicle) |
| | Script for every equipment |
| | Pictures download |
| | Data transfer between Premier Tech and the service provider (online) |
| | Report to customer, should this be required following the maintenance |
| Report to authorities (at end of each season and upon request) | |

MAINTENANCE PROGRAM (START-UP MAINTENANCE AND ANNUAL VISIT)

Depending on the territories, the purchase price of the Ecoflo biofilter may include one of the two following maintenance services:

1. The fee of the Start-up maintenance of the system performed at the homeowner's property by a team member from Premier Tech, the manufacturer, within 60 days to the day the Ecoflo biofilter is in usage, to explain the functioning of the septic system and its annual maintenance program, and perform a visual inspection to verify that:

- a) the tipping bucket and distribution plates are properly in place
- b) the electrical equipment (if required) has been hooked-up
- c) guidelines regarding distances around the system and excessive weight on the unit have been respected

or

2. The fee of the first annual maintenance which will be performed by the local service partner during the year following the purchase of the system.

Contact the Premier Tech Customer Service at 1-800-632-6356 for more details or if you have any questions.

IMPORTANT

The system Start-up maintenance visit consists of a visual inspection of the treatment system, is limited to products manufactured by Premier Tech and excludes any validation of its proper installation or the functioning of the treatment.



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