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## TERMS & CONDITIONS

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### **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 inside the Owner's Manual.

For more information about the maintenance of your Treatment System, please consult the Owner's Manual or contact us at 1 800 632-6356. 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 of the Owner's Manual).
5. When local regulation in effect require it, the User agrees to provide a duly complete 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, a representative of Premier Tech 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 to a later date if Premier Tech, a representative of Premier Tech or a qualified third party cannot access the Treatment System to perform the maintenance as planned.
7. Should the access of the User's premises not be practicable for vehicles, the User agrees to provide to Premier Tech, a representative of Premier Tech or a qualified third party with reasonable and practicable access 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, a representative of Premier Tech or a qualified third party. The User also agrees to provide all these documents, to any subsequent purchaser of the premises so that the new User may benefit from the PTA Maintenance Program, enjoy the protections offered by all Premier Tech warranties and be informed of the terms and conditions of the Warranty Certificate and of 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 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 LAWS AND JURISDICTION**

#### **11. For Canadian customers:**

11.1 The present Agreement shall be interpreted and governed in accordance with the laws applicable in the Province of Quebec, Canada.

11.2 Parties agree to elect the courts of the district of Kamouraska (Province of Quebec, Canada) exclusively as the proper forum for the hearing of any claim or legal proceedings in connection with the present Agreement.

#### **12. For U.S. customers:**

12.1 This Agreement shall be governed by the laws in effect in the State in which this Agreement has been entered into.

12.2 The Parties agree, in respect to any claim or legal proceedings for any purpose whatsoever in connection with this Agreement, to elect the county of Bucks County (Pennsylvania) as the proper forum for the hearing of any claim or legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the requirements of the law.

12.3 For Arkansas, California, Florida, New Jersey, North Carolina, Ohio, Virginia and Washington, please validate the requirement of the local regulation in effect with your municipality to find out more about the responsibility of the homeowner regarding the maintenance of a wastewater treatment system for an isolated dwelling.

### **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 costs of the Start-up Maintenance of the system for which a local service partner will visit the property within 90 days of the activation of the Ecoflo® Biofilter to explain the functioning of the septic system, 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 applicable) has been hooked-up
- c) guidelines regarding distances around the system and surcharges to avoid placing on the unit have been respected

or

2. The costs 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 PTA Customer Service at 1 800 632-6356 for more details or if you have any questions.

### **IMPORTANT**

The system's Start-Up Maintenance Visit consist of a visual inspection limited to the products manufactured or sold by Premier Tech Aqua and it excludes any validation of the proper installation or functioning of the treatment system.

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