

PHOENIX PRECAST PRODUCTS, INC.

Policies for Fountain Delivery and Setup

Lead Time and Delivery Appointment

The lead time for Design Cast and in-stock fountains is approx. 2-3 weeks. The standard lead time for manufactured-to-order fountains from Al's Garden Art, Henri Studios, and Gist Décor is approximately 4-6 weeks, pending arrival of that manufacturer's shipment; we cannot guarantee an exact ship date.

Once a delivery date has been provided, we will call two days in advance to confirm the appointment and provide an approximate 3-hour delivery window. If the customer does not confirm the appointment by noon on the day prior to delivery, then it will be rescheduled for the next available date (Normally 1-2 weeks afterwards).

Delivery Requirements, Limitations, and Penalties

***All customers who are receiving an auto fill with their fountain equipment must have a water pressure regulator installed within the water line to the fountain for max water pressure of 60 psi. It is also recommended that a 1 ½" electrical conduit be installed to the center of the fountain base to the electrical outlet with 90-degree sweeps. ***

All delivery and setup prices are subject to change. The standard delivery and setup price is based on the following: Ease of access to the setup location, a plug-in electrical outlet within 12 feet (6 feet on smaller fountains), and a flat/solid foundation or fountain pad. The fountain setup area should be prepared to receive the fountain and any optional add-on components such as a float-leveler (See separate "*Float Information Sheet*" for specific details).

Employees of Phoenix Precast Products are not licensed to perform any electrical or plumbing modifications such as installing, moving, or splicing electrical/water lines, or any landscaping alterations such as digging. The area must be completely prepared to receive the fountain and its components.

The path from the street to the setup location must be fully disclosed prior to install; this includes any steps, narrow gates/walkways, landscaping impasses, or obstacles of any sort. In cases where a customer has rocks we require plywood to be provided by customer to dolly over the surface. If the path to the setup location is obstructed, then delivery will either be cancelled at the expense of the customer or there will be additional charges for extra time/effort by the installers (See separate "Fountain Delivery Check-list" for access expectations). Also, there will be an additional charge for any install that takes longer than 3 hours based upon either pad, electric, water, and access not being prepared or in correct area. The additional charge will be \$120 per hour.

The fountain setup location must be clearly defined prior to installation. If the installer deems the fountain setup location as unprepared to receive the fountain and/or its components, then another service date will need to be scheduled. The customer will then incur a service charge in addition to the standard delivery and setup charge (Typically \$90 if the fountain can be left on site or 20% if the fountain cannot be left on site).

Liability

Phoenix Precast installers are not responsible for any damage caused by the bulkiness or weight of the fountain, as they're transported by hand-dolly – not carried – to the setup location. This includes, but is not limited to, damage to flora, landscaping accents, paths/foundations, building structures, walls/barriers, and A/C or pool units. The installers are not responsible for the fountain tilting due to the ground settling; it is the customer's responsibility to ensure the ground underneath the setup area is solid(A fountain pad must be used to increase surface area).

Further Instructions

The policies outlined in this contract cover the major information for fountain delivery and setup. The customer is responsible to understand the supplementary information provided in the separate documents for the following: Fountain Placement, Fountain Care, Fountain Troubleshooting, and Warranty Information.

Warranty

Fountain components are warrantied for one year from the date your fountain is installed. Coverage terminates if you transfer ownership of the fountain, or if any other stipulations covered in the additional instruction sheets are violated. A service/labor warranty is valid for 90-days from time of install. Auto-fills are only covered under warranty for 90-days – All other components are covered for one year i.e. (lights, concrete, and pumps).

This warranty covers any defects in materials or workmanship, including installation, with the exceptions listed in this contract/additional instruction sheets.

Defective mechanical parts i.e. (lights, concrete, and pumps) within the warranty period will be replaced at no charge. The customer must pay any labor charges once the 90-day service warranty period ends. Any concrete cracks will be covered in full for one year without service charge. For any call-backs to fix failures that are explained in the additional instruction sheets, a service charge will be incurred, even within the service warranty period. Some examples of possible failures that are not covered are: A faulty electric source, a pump impeller blocked by debris, or a float-spring that needs to be adjusted.

This warranty does not cover exceptions outlined in the Warranty Information Sheet, such as fading/discoloration caused by exposure to sunlight or chemicals, hair-line cracks, surface crazing, mineral deposits from water, etc. Bleach and chlorine should never be used in fountains and parts will not be warrantied if those chemicals are used. To process a warranty replacement, photos of any failures are required.

Service Charges

Once 90 day service warranty period ends there will be various charges based on parts needed. For any autofills that need to be replaced there will be a \$160 minimum service charge plus \$80 for an auto-fill that's warranty has expired. For any pump or lights there will be a \$250 minimum service charge plus parts if not under warranty.

I understand and accept the policies stated in this contract, and I have received the separate instructional forms for Fountain Placement, Fountain Care, Fountain Troubleshooting, and Warranty Information.

Signature: _	 	 	
Print name:			
Date:			

Should you have any questions or concerns regarding these policies prior to signing, please contact Phoenix Precast Products at 602-569-6090 and speak to a fountain representative