



GENERAL TERMS AND CONDITIONS

1. In the absence of an express written agreement to the contrary, our invoices are payable in cash at Geel.
Should he fail to pay on the due date, contractual interest of 10% per annum shall be payable by the customer, as of right and without further notification. In such a case, moreover, compensation of 10% of the total price or EUR 75, whichever is the greater, shall also be payable, as of right and without further notification.

In the event of partial payment being made, the full amount of compensation shall still be payable.

The above interest and compensation shall likewise be due if a bill of exchange is accepted.

The non-payment of a single invoice on its due date shall automatically render the outstanding balance on all other invoices – including those which have not yet fallen due – immediately payable.

Orders for bespoke work (e.g. AquaTop or AquaGuard) shall be invoiced for on the day on which the goods become ready for collection or delivery, even if delivery has not yet taken place.

2. Ownership of the goods only passes to the customer once the price has been paid in full. Risk passes to the customer from the moment of delivery, regardless of whether payment has already been made. The goods are regarded as having been delivered and accepted in the manufacturer's warehouse. Goods are transported at the customer's risk in all cases, regardless of the transport arrangements. In the case of deliveries to the customer's premises, risk is transferred at the moment that the goods leave our warehouse.
3. In the absence of any stipulation to the contrary, any delivery dates or work execution deadlines are quoted by way of indication only. The fact that such deadlines are exceeded may not be invoked by the customer as grounds for requesting the termination of the agreement, claiming compensation from us or seeking any other form of recourse against us.
4. Quotations are provided for illustration purposes only. Orders only become binding and valid after their acceptance by a competent person within the company.
5. We may not be held liable in any way or under any circumstances whatsoever on the grounds of minor negligence on our part or that of our employees.

Other than in the case of intentional acts, our liability shall in all cases be limited to the value of the delivery and to the direct damage caused. Indirect damage is not eligible for compensation.

6. In the event that the customer rejects the order or cancels the contract, or the contract cannot be executed for reasons for which the customer is responsible, he shall pay us compensation of 25% of the total sum.

For bespoke work, an exception to the foregoing provision applies once the production of the item in question has started. In this case, the full amount of the invoice shall be payable by the customer if he rejects the order or cancels the contract, or the contract cannot be executed for reasons for which he is responsible.

7. The customer is responsible for communicating the right dimensions and specifications for the item he orders. We accept no liability for any mistake and/or omission in this regard.
8. However, the customer should point out any visible defects at the time of delivery.
9. Should one of the clauses of this agreement be declared null and void, this shall not render the other clauses or the contract as a whole null and void.
10. In the event of any conflict of invoicing terms, those indicated here shall take precedence over those of the contracting party.
11. Belgian law shall apply to any disputes relating to this agreement. The Herentals magistrates' court and the courts of Turnhout shall have sole jurisdiction for the hearing of any disputes.



WARRANTY CERTIFICATE 2015



Technics & Applications bvba guarantees its delivered goods as follows:

General guarantee period

- for the AquaTop slatted pool cover: **3 years**
- for the AquaGuard safety pool cover: **3 years**
- for the Elios solar panels: **2 years**

Exceptions

For AquaGuard

- **Components subject to wear and tear** such as sliders, pulleys, rope feeders, etc., **are not covered by warranty**. A reserve set of certain components which may need to be replaced during the first 2 years is included with the delivery.

For Elios

- 10 years on the silicone rubber mats
- 3 years on the collecting pipes
- 3 years on the EPDM rubber mats for goods bought after 01/01/2010

Conditions

The invoice serves as proof of guarantee. The guarantee covers the costs of replacing rejected or defective materials, to the extent that these form part of the delivery itself and are not the consequence, either directly or indirectly, of misuse, unusual weather conditions or force majeure. If the complaint is shown to be justified and accepted by T&A, we are only required to replace or provide compensation for the articles or components to which the complaint relates. The complaint should be submitted to us in writing within 7 days of the development of the problem.

Consequential damage and the costs of assembly, dismantling and transport are not covered by the guarantee. The manufacturer's responsibility ceases to apply if the defect arises as a result of injudicious behavior by the user or failure to comply with the instructions regarding installation, connection and use.

Changes of color may not be regarded as a defect, and are inherent to the product. Water seepage in components which are not presumed to be watertight may not be used as the basis for a guarantee claim under any circumstances.

Wood is a natural product. Bending or change of color due to weather conditions, temperature and UV may not be used for a guarantee claim. The tropical wood is not shatterproof.

We use high quality raw materials. For top mounted covers we use stainless steel AISI 304L (1.4306) and anodized aluminum. For integrated pool covers and all parts submerged in the pool water, we use exclusively stainless steel AISI 316L (1.4404) so our covers are compatible with most water treatment systems. Salt electrolysis can be used to disinfect the pool water in combination with AquaTop or Aquaguard but our experience is that local corrosion and superficial rust spots cannot be ruled out. The concentration of chlorides is higher and most systems do not have a measurement of free chlorine making it very difficult to control the level of chlorides in the pool water.

It's important to control the pool water quality on a constant basis. Here is a non-limited list of important parameters:

- pH : 7,0 – 7,6
- T_{\max} : 35 °C
- Total concentration of chlorides < 5000ppm
- Fe < 0,2 mg/l

Furthermore it is important to avoid galvanic corrosion. Never bring the stainless steel in contact with other metal parts, especially not carbon steel to avoid carbon contamination. Some water level systems demand a grounding (earth connection) of the pool and/or pool water to avoid electric currents caused by potential differences. Regular cleaning of the stainless steel parts is necessary, especially parts that are partially above and below water level, parts mounted in places with a low flow rate and parts susceptible to scale deposition. Indoor pools pose a bigger risk as constant evaporation and condensation lead to deposit of chlorides on parts above water level. Above conditions and recommendations are not complete. There are other reasons for corrosion. The installer is responsible for the correct use and application of our products and materials. Corrosion due to incorrect application is not covered by warranty.

The slats of the AquaTop automatic pool cover are made out of extruded PVC or PC profiles and are sealed with glued or ultrasonic welded end caps. PC slats have a higher resistance to impact making them more resistant to hail. Nevertheless T&A does not offer warranty on pool cover profiles damaged due to hail storms. PVC slats are more susceptible to higher temperatures. Damage due to overheating is not covered by warranty. Finally it is important to know that are pool cover profiles in PVC and PC are watertight but not airtight. Condensation is therefore unavoidable and normal. In profiles with a transparent top layer condensation is visible!