Duckman's Pools, LLC Sales Agreement

All purchases of pools and pool products must have a 20% deposit prior to the order being placed. This deposit secures the purchase of your order. Prior to the shipping of your pool, the remaining balance is due for the total amount of the pool package less labor. The 20% deposit is fully refundable as long as the order is canceled prior to Duckman's Pools LLC, picking up or having your order shipped from the warehouse. Due to the cost of shipping and the expense of your order once the order has been secured from the warehouse, this deposit in NO longer refundable. However, we understand that sometimes the order must be canceled due to arising circumstances. In the event that the order has to be canceled, the customer is no longer responsible for the remaining balance of the order.

If this is the case you should immediately notify Duckman's Pools LLC, refuse delivery of the pool and return to sender. At this point you will forfeit your 20% deposit, however once the pool package is back at the factory your remanding money will be returned less the 20% deposit. Once the pool is fully delivered in your yard and you still need to cancel your order, you will be responsible for the 20% plus reshipping fees, repackaging and any other reasonable fees associated with the return of this product. You will be refunded only after all fees have been calculated and these fees will be subtracted from what you had paid. The item's being returned must be in the condition in which you received them. If left outside, please cover the pallet with a tarp to prevent the boxes being damaged and not being able to be returned to the factory.

Your pool will be delivered directly from the factory. Your pool will come on a wrapped pallet. Upon the delivery, please make note of any damages to this pallet with the delivery company and notify Duckman's Pools LLC immediately. This pallet must stay intact until Duckman's Pools LLC comes to install this pool. This will insure that if any items should be missing it can be confirmed that it did not ship and did not get lost. If the pallet is not intact upon receiving delivery, please make note with delivery company and notify Duckman's Pools LLC.

For the installation cost, the balance can be paid on the day of installation. Again, if you wish to pay on the day of installation you must pay with cash, bank check, money order or credit card. To avoid these methods of payment you can use a personal check again personal checks must be made two business days prior to the installation.

To avoid any inconvenience this policy may cause you, please make sure that you get all permits prior to your pool order being placed. This can be done at your town or city halls. Remember that all City's and Towns have different laws regarding swimming pools.

Please be advised that winters are unpredictable. Please take the proper care in closing your pool and maintaining it over these rough winter months. Duckman's Pools LLC is not responsible for winter damage.

For any warranty problems that you may have with you pool or pool products Duckman's Pools LLC will assist you. All warranties are through the manufacturer, Duckman's Pools LLC does work with the manufactures to insure a smooth process for our customers.

I have read and understand the terms and conditions of this contract. X______

Office

Duckman's Pools LLC 50 Breakneck Rd Sturbridge, Ma 01566 Phone (508)347-0800 Fax (508)347-8200 **Showroom/ Retail Store**

Duckman's Pools LLC 9 South Main St Leicester, Ma 01524 Phone (508)347-0800