

## **GENERAL TERMS AND CONDITIONS**

### **APPLICABLE TO FLUIDRA NORTH AMERICA DEALER INCENTIVE PROGRAMS**

1. These Fluidra General Terms and Conditions Applicable to Fluidra Dealer Incentive Programs apply to all Fluidra dealer incentive programs: Fluidra Rewards, Retail Select, ProEdge and ServicePro (each a "Program" and collectively "Programs") and are an integral part of the applicable Program Agreement (collectively "Terms and Conditions"). Participation in the Programs is limited to businesses which strictly adhere to the Terms and Conditions. Fluidra North America ("Fluidra") reserves the right to add, modify or delete any of the terms, conditions, benefits, rewards, or reward levels pertaining to these Terms and Conditions at Fluidra's sole discretion without notice and makes no guarantees, warranties or representations of any kind concerning any Fluidra Dealer Incentive Programs.
2. The Programs are incentive and support programs solely for the benefit of its business members (each, a "Member"). To become a Member and participate, each corporate and non-corporate business must register with Fluidra and receive a membership number ("Membership").
3. Membership in the Programs allows the Member to be eligible for many benefits. For more information regarding Member benefits, please visit [www.FluidraPro.com](http://www.FluidraPro.com).
4. Initial and continued participation in the Programs is dependent upon each Member's representation that it has reviewed the terms of Fluidra's (i) Lowest Acceptable Advertised Price Policy (the "LAAP Policy"), (ii) Trade Series Exclusive Policy (the "TSE Policy") and (iii) Consumer Trade Select Policy (the "CTS Policy"). Please visit [www.FluidraPro.com](http://www.FluidraPro.com) for a copy of these policies or contact a Program representative at 1-800-822-7933 for a copy of the policies to be mailed to you.
5. Member agrees to promote the Fluidra family of pool and spa products and to replace and repair Fluidra products only with factory original Fluidra parts and products. In exchange for this commitment, Member shall be entitled to participate in a Fluidra Dealer Incentive Program and be eligible to receive certain Program benefits.
6. Initial and continued participation in the Programs is limited to a Member who agrees to sell only original factory service parts for use in and with Fluidra products. Using parts produced by or obtained from another manufacturer (including counterfeit and knock-off parts) will not be covered by any Fluidra warranty if the failure is due to inauthentic parts and use could damage the products. Any sale, or offer for sale, of parts for use in Fluidra products which were produced by or obtained from another manufacturer (including counterfeit and knock-off parts) will result in the disqualification of that Member's participation in the Programs and the immediate loss of all Program benefits.
7. All products which qualify for Program points or cash rebates must be purchased for resale directly to a pool owner. No within-the-trade pass-along sales will qualify for points or cash rebates. Points and/or cash rebates will be revoked for products returned to distribution.
8. Points and/or cash rebates will be credited only to the account of the main office location. Reward orders may only be placed from and shipped to that location. It is the responsibility of Member to maintain up-to-date records with Fluidra.
9. It is Member's responsibility to notify Fluidra of the distributors they buy from. Members will earn points and/or cash rebates as purchase records from distributors are uploaded into Fluidra's computer system. Members must check with their local distributors to ensure that purchase records are supplied to Fluidra within 90 days of purchase. If you have any questions about the completeness of those records, please contact your local distributor(s). Fluidra is not responsible for any distributors' inability and/or unwillingness to provide purchase history.

10. Points and/or cash rebates can only be earned after you have received your membership number. No retroactive credit will be given.
11. Statements of account will be mailed and/or emailed to Members monthly. Statement errors must be reported within 30 days for reconciliation and proper adjustment. We may request a photocopy of the receipts in question. Fluidra will make best efforts to process all reconciliation requests within 60 days of receipt.
12. Fluidra has the right to monitor all Member account activity. If required by applicable law, Fluidra may freeze your Program account. If a Member has conducted any fraudulent activity, Fluidra reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, if a Member conducts fraudulent activity, it may be liable for monetary losses to Fluidra, including litigation costs and damages. A Member participating in fraudulent activity, as determined solely by Fluidra, will be disqualified from the Programs and will not be allowed to participate in the Programs in the future.
13. Fluidra reserves the right to disqualify any Member from further participation in the Programs if Fluidra, in its sole discretion, determines that a Member has violated any of the terms and conditions described herein. Disqualification may result in the termination of a membership, the loss of all accumulated points and/or cash rebates and a two (2) year disqualification from the Programs.
14. All rewards are subject to availability and are void where prohibited by applicable federal, state or local laws or regulations and are subject to change as may be necessary to comply with such laws or regulations. In consideration of Member's participation in the Programs, Member hereby releases Fluidra, their affiliates and any merchants participating in the Programs from all liability regarding redemption and use of the Programs, including any rewards that, after receipt, may be lost, stolen or destroyed. All participating merchants are in no way affiliated or responsible for Program administration.
15. Credit for points and/or cash rebates will only be given once per serial number, and all eligible points and/or cash rebates will be tracked by serial number to ensure compliance with the rules of the Program.
16. Points and/or cash rebates may not be pooled except for locations that are owned and registered together.
17. Points and/or cash rebates belong exclusively to the registered Member that accumulated them, whether an individual, sole proprietor or a corporation. If the registered Member is a business and the business is sold, transferred or conveyed, points and/or cash rebates cannot be transferred to the new business owner and/or resulting entity. Further, all accumulated points and/or cash rebates will be deemed void in the event of a change-in-control of Member.
18. Fluidra is not responsible for requests, correspondence relating to the Programs, or monthly statements, which are lost or delayed in the mail or otherwise in transit.
19. Fluidra will not give information regarding an account to anyone other than Member. If the Member is a business with multiple employees, the Member must appoint one employee to be the contact person for the Member's account. It is the sole responsibility of Member to update their contact person and information. All requests must be in writing on company letterhead. Fluidra, in its sole discretion, reserves the right to decline to fulfill any particular request.
20. Photographs, images, and other product logos are the property of Fluidra and intellectual property rights and title do not transfer ("Fluidra Property"). In no event should Fluidra Property be modified or otherwise converted without prior written consent of Fluidra.
21. All prices are listed in U.S. dollars.
22. In order to participate in the Program, Member shall perform each of the following:
- a) Promote the Fluidra family of pool and spa products;
  - b) Exercise its best efforts to promote and sell the Fluidra family of products;
  - c) Administer and service all Fluidra service programs, in accordance with Fluidra warranty and adjustment policies;



- d) Make no representations to consumers or to the trade with respect to Product specifications or features, except such as may be approved in writing or published by Fluidra;
- e) Refrain from making any false, misleading or disparaging representations or statements or from otherwise engaging in any trade practices which may adversely affect the reputation of Fluidra or the products;
- f) Make payments for Products in accordance with established payment terms;
- g) Make available, at the request of Fluidra, all sales and purchase information necessary to verify performance pursuant to these Terms and Conditions.

## 23. LEGAL STATUS OF PARTIES

Member is not authorized to act as agent or representative of Fluidra, to transact business in the name of or on behalf of Fluidra or to incur obligations on behalf of Fluidra and Member expressly agrees that it will not hold itself out as representing Fluidra in any way. Specifically, Member shall not obligate or purport to obligate Fluidra by issuing or making any warranties or guarantees with respect to Fluidra products to any third party, and Member shall not hold itself out as an “authorized” or “certified” representative of Fluidra. It is understood and agreed that the relationship between the parties hereto is that of manufacturer and independent service provider. Nothing in these Terms and Conditions shall be construed as a grant by Fluidra to Member of any exclusive right to deal in Fluidra products, creation of an employee/employer relationship or creation of a legal affiliation or subsidiary relationship.

## 24. LIABILITY INSURANCE

Member agrees to procure and maintain for the entire duration of their Program Membership, an occurrence form basis liability insurance with a minimum of \$500,000 of general liability coverage. Upon request by Fluidra, Member agrees to provide Fluidra with a current certificate of insurance evidencing the foregoing coverages and limits, naming Fluidra as an additional insured, on at least an annual basis. The insurance shall not be canceled, reduced or otherwise changed without providing Fluidra with at least thirty (30) days prior written notice. Failure to comply with such insurance requirements will be considered a material breach of these Terms and Conditions.

## 25. TERM

The initial term of the Program Membership will commence on the latest date set out on the signature page of the Program Agreement (the “Commencement Date”) and expire on December 31 of the same year (the “Term”). At the end of the Term, the Program Membership will automatically renew each subsequent year for successive 12-month periods, which will begin on January 1 and end on December 31. Either party may terminate the Program Membership at any time and for any reason upon providing thirty (30) days advance written notice to the other party. The Program has no predetermined termination date and may continue until such time as Fluidra, in its sole discretion elects to designate a Program’s termination date.

## 26. AUTOMATIC TERMINATION BY FLUIDRA

- a) Program Membership shall automatically terminate upon insolvency of Member, the institution of voluntary or involuntary proceedings by or against Member in bankruptcy or under other insolvency laws, the making of a general assignment by Member for the benefit of its creditors, the appointment of a receiver or trustee for Member or any of Member's property, the institution of proceedings for liquidation or dissolution of Member or the conviction of Member or any principal officer or manager thereof of any crime tending to affect adversely the operation of the business intended to be carried on by Member pursuant to these Terms and Conditions.
- b) Program Membership will automatically be terminated if Member submits false, inaccurate or fraudulent claims or any conduct which adversely affects the reputation of Fluidra or Fluidra’s ability to conduct business.
- c) Program Membership may be terminated by Fluidra at any time upon the determination by Fluidra that Member has breached these Terms and Conditions or is failing to comply with any of the Program requirements established from time to time.
- d) If Fluidra terminates Program Membership, Fluidra in its sole discretion, may revoke all of Member’s accumulated points, cash rebates and or other program incentives.

## 27. NON-ASSIGNABILITY

Program Membership and the rights hereby conferred may not be assigned or otherwise transferred by Member. Program Membership shall automatically terminate upon any such attempted delegation, assignment or transfer. Program Membership shall also automatically terminate if title to or beneficial interest in more than 49% of any ownership interest changes hands during the Term of Program Membership, or if a majority of the assets owned or held by Member are purchased and/or sold.

## 28. RELEASE, WAIVER AND LIMITATION OF FLUIDRA'S LIABILITY, INDEMNIFICATION

- a) Member hereby forever waives, releases and discharges to the fullest extent permitted by law any and all claims, causes of action, demands, suits, costs, expenses and damages existing on or before the execution of these Terms and Conditions in any way related to or connected with Fluidra that Member now has or hereafter may have, of whatsoever nature and kind whether arising at law or at equity against Fluidra and its affiliates and their respective shareholders, officers, directors, employees, agents, attorneys and other representatives based in whole or in part on these Terms and Conditions, any prior Member agreement, service agreement or other agreement between Fluidra and Member or on facts known or knowable to Member on the date these Terms and Conditions were executed. As partial consideration for Fluidra entering into these Terms and Conditions with Member, Member hereby represents and warrants that as of the date Member entered into the Program, Member does not have actual or constructive knowledge of any facts that could support a claim, cause of action, demand or suit by Member against Fluidra or its affiliates. Member hereby expressly and irrevocably waives its rights under any applicable statute, rule, regulation, legal principle, or legal doctrine applicable in any state, commonwealth or territory of the United States or any foreign jurisdiction which provides that a general release does not extend to claims which a releasing party does not know or suspect to exist in its favor at the time of executing such release, which if known by the releasing party would have materially affected its settlement with the released party, including without limitation, California Civil Code section 1542.
- b) Fluidra shall in no event be liable to Member for indirect, special, consequential or incidental damages or loss of production, sales or profits resulting from or arising out of any act or omission of Fluidra, its officers, agents, representatives, servants, or employees. Member covenants and agrees that it shall not in a litigation or administrative proceeding that is in any way related to these Terms and Conditions seek from Fluidra the recovery of punitive, exemplary or treble-damages, or accept the proceeds of such awards.
- c) Member will indemnify, defend and hold harmless Fluidra, its officers, employees and assigns, from and against any and all liabilities, losses, expenses, liens, claims, demands and causes of action (the "Losses") for (i) any breach by Member of any provision of these Terms and Conditions, (ii) death, personal injury, property damage or other liability arising out of any negligent act or omission of Member or its employees or subcontractors in the course of installing or maintaining any Fluidra products, including any improper installation or maintenance, except those Losses arising out of negligent acts or omissions by Fluidra, its officers, agents, employees or assignees, (iii) for any Losses with respect to any part sold or distributed by Member that is not a Fluidra part; or (iv) any matter arising out of or relating to Member's participation in the Program or any of its benefits.
- d) Member's indemnification obligations pursuant to this Section shall survive the expiration or termination of Program Membership.

## 29. MISCELLANEOUS

- a) These Terms and Conditions shall be deemed to constitute the complete understanding between the parties with regard to the subject matter of the Program Membership. Unless expressly provided for herein, no changes to these Terms and Conditions by Member shall be made or will be enforceable except by written instrument signed by duly authorized representatives of Fluidra. In entering into these Terms and Conditions, the parties do not rely upon any previous oral, written or implied representation, agreement or understanding of any kind that are not contained in these Terms and Conditions.
- b) Any notice, notification or other written communication required or permitted under these Terms and Conditions shall be deemed received five (5) business days after its deposit in the U.S. Postal Service, postage paid, registered or certified, return receipt requested or received the next business day if sent via nationally recognized overnight courier addressed to Member at its last mailing



address appearing on the records of Fluidra or, if to Fluidra, addressed to Fluidra, Attn: Legal Department, 2882 Whiptail Loop # 100, Carlsbad, CA 92010.

- c) As used in these Terms and Conditions, the term “business day” means any day of the week, Monday through Friday, that is not recognized by the U. S. Postal Service as a national holiday and on which the national banks are open for business.
- d) Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Member hereby waives any provision of law that renders any provision of these Terms and Conditions prohibited or unenforceable in any respect. Moreover, so far as is reasonable and possible, effect will be given to the intent manifested by the portion held invalid, illegal or unenforceable. It is further the intention of the parties that if any provision of these Terms and Conditions is capable of two constructions, one of which would render the provision invalid, illegal or unenforceable and the other of which would render the provision valid, legal or enforceable, then the provision will have the meaning that renders it valid, legal or enforceable.
- e) The captions or headings of the paragraphs in these Terms and Conditions are inserted for convenience only and are not intended to be part of or affect the meaning or interpretation of these Terms and Conditions.
- f) Neither party will be required to perform any term, condition or covenant in these Terms and Conditions so long as such performance is delayed or prevented by force majeure, which means acts of God, strikes, material or labor restrictions by any governmental authority, insurrections, war, court orders, civil riot, floods, requisition or order of any governmental body or authority, and any other cause not reasonably within the control of either party and that either party, by the exercise of reasonable diligence, is unable, either wholly or in part, to prevent or overcome.
- g) Member agrees to comply with all policies and instructions relating to these Terms and Conditions and/or the products which may be issued from time to time by Fluidra and communicated to Member by such manner as Fluidra determines appropriate, including but not limited to product bulletins, technical bulletins, manuals and training workbooks.
- h) Fluidra shall have the right to make such changes to these Terms and Conditions as it deems appropriate. In the event such changes materially affect Member’s ability to do business under these Terms and Conditions, Member may terminate their Program Membership without penalty at any time after the announced changes upon ten (10) days prior written notification to Fluidra, provided, however, that Member shall be required to fulfill all outstanding obligations under these Terms and Conditions.

### 30. GOVERNING LAW

By participating in any Program, each party expressly consents and agrees that the Terms and Conditions are governed by and construed under the laws of the State of California without regard to conflicts of laws provisions and any laws that would direct the application of another jurisdiction’s laws. The sole jurisdiction and venue for actions related to the subject matter of the Terms and Conditions (or any prior terms and conditions) will be the state and U.S. federal courts in San Diego County, California. In consideration for the Member’s participation in the Program, Member expressly consents to the jurisdiction of such courts.

### 31. ENTIRE TERMS AND CONDITIONS

These Fluidra General Terms and Conditions Applicable to Fluidra Dealer Incentive Programs, the Program Agreement and the applicable Specific Terms and Conditions set forth below, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as provided in the Separate Agreements section, supersedes and cancels any previous terms and conditions or understandings, whether oral, written, or implied, heretofore in effect and sets forth the entire agreement between Fluidra and Member with respect to the subject matter hereof.

### 32. SEPARATE AGREEMENTS

Fluidra and Member acknowledge that they may have entered into (or may enter into) a separate written agreement signed by both parties (the “Separate Agreement”) with terms that may conflict with or are inconsistent with the terms of these Terms and Conditions. Fluidra and Member further acknowledge that the

Separate Agreement may provide that terms that are in conflict with or are inconsistent with the Separate Agreement, that the Separate Agreement shall govern and control. In absence of an express provision in the Separate Agreement, Fluidra and Member agree that these Terms and Conditions constitutes the entire agreement between Fluidra and Member with respect to such conflicting and inconsistent terms.

## **SPECIFIC TERMS AND CONDITIONS APPLICABLE TO FLUIDRA REWARDS**

By agreeing to participate in Fluidra Rewards, Member agrees to be bound by the General Terms and Conditions, set forth above and the following Terms and Conditions set forth below as to the Fluidra Rewards program. Additional information regarding Achiever Levels, Bonus Points, etc. for Fluidra Rewards Program Members is set forth below.

1. Accumulate points by purchasing qualifying Fluidra products.
2. Members are eligible to receive bonus points based upon their current achiever level and primary business type within the Fluidra Rewards Program. However, bonus points do not count toward the achievement of any Program levels. Program levels are reached the year following the earning of eligible points. If your primary business type is incorrect or needs to be updated please contact your Sales Representative.
3. Each Member's points will be valid for a rolling two (2) years from the end of the month in which the product was purchased. For example, points earned on October 3, 2022, will be valid until October 31, 2024. Each Member, and not Fluidra, is responsible for the timely tracking of the expiration dates on all earned points.
4. When a reward is requested, the corresponding number of points for that reward level will be deducted from the Member's account. This will show up on your monthly statement.
5. Any Member that is inactive for a period of 24 months will be deactivated. "Deactivation" means that all points accumulated will be forfeited and not available for redemption. Member would need to fill out new application paperwork to begin accumulating new points and re-join the Program.



## **SPECIFIC TERMS AND CONDITIONS APPLICABLE TO RETAIL SELECT AND RETAIL SELECT + STAR ACCELERATOR**

By agreeing to participate in Retail Select, Member agrees to be bound by the General Terms and Conditions, set forth above and the following Specific Terms and Conditions set forth below as to the Retail Select program. Additional information regarding Achiever Levels, Point Minimums and Extended Limited Warranty coverage for Retail Select Program Members is set forth below.

1. Accumulate points by purchasing qualifying Fluidra products.
2. Each Member's points will be valid for a rolling two (2) years from the end of the month in which the product was purchased. For example, points earned on October 3, 2022, will be valid until October 31,



2024. Each Member, and not Fluidra, is responsible for the timely tracking of the expiration dates on all earned points.

3. When a reward is requested, the corresponding number of points for that reward level will be deducted from Member's account. This will show up on your monthly statement.
4. 1. To remain eligible to participate in Retail Select each year, Member must earn a minimum of 3,000 regular points during the Program plan year. Regular points are points that are earned during the current Program year only. If the minimum regular points are not obtained during the Program year, Member may be delisted from the Retail Select Program and a notification will be sent to Member communicating the same.
5. Depending on the amount of regular points Member earns, Member can reach different Achiever Levels that entitle you to different Program benefits. Achiever Level status and benefits are based on regular earned points uploaded from participating distributors from the previous Program year. Bonus points differ from regular points and do not contribute to achiever level status, but are just as spendable as the regular earned points. Below are the Achiever Levels and requirements to participate in Retail Select:

**Regular Point Requirements:**

- Retail Select Partner and Retail Select STAR Partner: 3,000 - 14,999 Points
- Retail Select Plus and Retail Select STAR Plus: 15,000 - 39,999 Points
- Retail Select Elite and Retail Select STAR Elite: 40,000 + Points

6. Extended Limited Warranties for Retail Select Program

As a part of the Member's participation in the Retail Select Program, Fluidra hereby extends its standard Limited Warranty as follows:

- a) Two-year extended limited warranty on whole goods & labor\*
- b) Two-year extended limited warranty on replacement parts (no labor)\*
  - Under the Retail Select Program, Fluidra warrants all Jandy, Polaris, Zodiac, CMP and Grand Effects branded products to be free from manufacturing defects in materials and workmanship for a period of two (2) years from the date of retail purchase; this warranty includes reasonable labor for whole goods but does not include any labor for replacement parts.
- c) Three-year extended limited warranty on specific bundled products\*
  - To qualify for the bundled warranty, the purchase of a minimum of 3 products in a qualifying bundle is required. Qualifying products must be from the following whole good product categories: Polaris booster pump, CMP Sanitizer, CMP LED Waterfall, Jandy pump, filter, heater, heat pump, light, saltwater chlorinator or electronic control system (including Levolor). These products must be purchased and installed at one time and at one location, as part of an equipment upgrade bundle. To redeem the three-year limited warranty, the products must be registered online at [www.FluidraUSA.com/registration](http://www.FluidraUSA.com/registration) within 60 days of installation.
  - Under the Retail Select Program, Fluidra warrants all whole good products listed in the preceding paragraph to be free from manufacturing defects in materials and workmanship for a period of three (3) years from the date of retail purchase; this warranty includes reasonable labor for whole goods but does not include any labor for replacement parts.
- d) \*S.R. Smith products, Cover-Pools® products, maintenance tools, above-ground pool cleaners, above-ground equipment, Polaris Turbo Turtle and 65 pressure cleaner models, Aqua Products™ branded products, and Blueriot® products are excluded from this extended limited warranty.
- e) When applicable, Member should retain for its records the exclusive extended limited warranty certificate and may, in Fluidra's discretion, be required to show the certificate prior to receiving warranty service.

- f) The extended limited warranties under the Retail Select Program are valid only when the original equipment is purchased and installed by a registered Retail Select pool professional, or one of its employees, who is licensed and qualified in pool equipment by the jurisdiction in which the product will be installed, where such state or local requirements exists. In the event no such state or local requirement exists, the installer and maintainer must be registered with Retail Select and be a professional with sufficient experience in pool equipment installation and maintenance. The extended warranty includes only the products referenced therein.
- g) This extended limited warranty covers only products installed in a residential application. The applicable standard limited warranties apply to any product installed in a commercial application.
- h) Please reference the applicable standard limited warranties provided with each product for full details and exclusions, all of which apply to this extended limited warranty.
- i) Except as specifically extended herein, the applicable standard limited warranties provided with each product are confirmed and ratified in all respects and will remain in full force and effect according to each of their terms.



## SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PROEDGE

By agreeing to participate in ProEdge, Member agrees to be bound by the General Terms and Conditions set forth above and the following Specific Terms and Conditions as to the Pro Edge program. Additional information regarding Achiever Levels, Point Minimums and the Extended Limited Warranty for ProEdge Program Members is set forth below.

1. Accumulate points by purchasing qualifying Fluidra products.
2. Each Member's points will be valid for a rolling two (2) years from the end of the month in which the product was purchased. For example, points earned on October 3, 2022, will be valid until October 31, 2024. Each Member, and not Fluidra, is responsible for the timely tracking of the expiration dates on all earned points.
3. When a reward is requested, the corresponding number of points for that reward level will be deducted from the Member's account. This will show up on your monthly statement.
4. To remain eligible to participate in ProEdge each year, Member must earn a minimum of 7,000 regular points during the Program plan year. Regular points are points that are earned during the current Program year only. If the minimum regular points are not obtained during the Program year, Member may be delisted from the ProEdge Program and a notification will be sent to Member communicating the same.
5. Depending on the amount of regular points you earn, Member can reach different Achiever Levels that entitle Member to different Program benefits. Achiever Level status and benefits are based on regular earned points uploaded from participating distributors from the previous Program year. Bonus points differ from regular points and do not contribute to achiever level status, but are just as spendable as your regular earned points. Below are the Achiever Levels and requirements to participate in ProEdge:

**Regular Point Requirements:**

ProEdge Partner: 7,000 - 24,999 Points  
 ProEdge Plus: 25,000 - 99,999 Points





ProEdge Elite: 100,000 + Points

## 6. Extended Limited Warranties for ProEdge Program

As a part of Member's participation in the ProEdge Program, Fluidra hereby extends its standard Limited Warranty as follows:

- a) Three-year extended limited warranty on whole goods & labor\*
  - Replacement products, or parts, provided at no charge are warranted only until the original finished good's warranty has expired. Purchased replacement parts are warranted for ninety (90) days from the date of retail purchase, with the exception of electronic salt water chlorine generator cells and electrodes, and "Factory Rebuild Kits" for Polaris pressure cleaners, which are warranted for one (1) year.
  - Under the ProEdge Program, Fluidra warrants all Jandy, Polaris, Zodiac, CMP and Grand Effects branded products to be free from manufacturing defects in materials and workmanship for a period of three (3) years from the date of retail purchase; this warranty includes reasonable labor for whole goods but does not include any labor for replacement parts.
  - Except as specifically extended herein, the applicable standard limited warranties [provided](#) with each product are confirmed and ratified in all respects and will remain in full force and effect according to their terms.
  - When applicable, Member should retain for its records the exclusive 3-year extended limited warranty certificate and may, in Fluidra's discretion, be required to show the certificate prior to receiving warranty service.
- b) \*S.R Smith products, Cover-Pools® products, above-ground pool cleaners, above-ground equipment, CMP Valves, Polaris Turbo Turtle, 165 and 65 pressure cleaner models, Blueriot products, pH Probes and ORP Probes. Aqua Products™ branded products, maintenance tools and purchased replacement parts are excluded from this extended limited warranty.
- c) This extended limited warranty covers only products installed in a residential application. The applicable standard limited warranties apply to any product installed in a commercial application.
- d) The extended limited warranty under the ProEdge Program is valid only when the original equipment is purchased and installed by a registered ProEdge pool professional, or one of its employees, who is licensed and qualified in pool equipment by the jurisdiction in which the product will be installed, where such state or local requirements exists. In the event no such state or local requirement exists, the installer and maintainer must be registered with ProEdge and be a professional with sufficient experience in pool equipment installation and maintenance. This warranty includes only the products referenced above.
- e) Please reference the applicable standard limited warranties provided with each product for full details and exclusions, all of which apply to this extended limited warranty. Except as specifically extended herein, the applicable standard limited warranties provided with each product, are confirmed and ratified in all respects and will remain in full force and effect according to each of their terms.



## SPECIFIC TERMS AND CONDITIONS APPLICABLE TO SERVICEPRO

By agreeing to participate in the ServicePro program, Member agrees to be bound by the General Terms and Conditions set forth above and the following terms and conditions specific to the Service Pro program. Additional information regarding Achiever Levels, Annual Purchase Minimums and the Extended Limited Warranty for ServicePro Program Members is set forth below.

1. To remain eligible to participate in ServicePro each year, Member must purchase a minimum of \$15,000\* in Fluidra products during the ServicePro Program plan year. If the minimum is not obtained during the Program year, Member may be delisted from the ServicePro Program and a notification will be sent to Member communicating the same.
2. Cash Rebate Program: Registered Program Members will receive a cash rebate on all Fluidra product purchases if one of the purchase levels below are met (including those products branded as Polaris, Jandy, or Zodiac – this includes replacement parts; provided that, Cover-Pools, Grand Effects, Jandy In-Floor and Aqua Products are excluded from earning cash rebates. Earned cash rebates are loaded to ServicePro VISA® cards twice per year.
3. Cash rebates for January-June applied purchases are loaded to Member's ServicePro VISA® cards in August.
4. Cash rebates for July-December applied purchases are loaded to Member's ServicePro VISA® cards in February of the following year.

### Annual Purchase Requirements:

- ServicePro Partner: \$15,000 - \$29,999\*
- ServicePro Plus: \$30,000 - \$49,999\*
- ServicePro Elite: \$50,000 and above\*

*\* Program purchases are calculated by units purchased, including parts, and using a Rebate Price Calculation (RPC). Some products such as Above-Ground and Commercial Equipment receive flat rate pricing.*

5. Any account on a Fluidra Rewards program will be deactivated from earning points once a Member joins the ServicePro Program.
6. Existing Fluidra Rewards point members, who are converting to the ServicePro Program, will be required to convert any Fluidra Rewards points account balance to cash at the standard cash value of .05 cents per point or spend points on product or merchandise per the offerings listed at [FluidraRewards.com/rewards](https://FluidraRewards.com/rewards).
7. Product must be purchased between January 1 and December 31 of the ServicePro Program year.
8. To receive rebates, Member must provide (or have distributor provide) sales printouts within 90 days of the distributor invoice date to:

Fluidra  
ATTN: Rewards Team  
2882 Whiptail Loop # 100, Carlsbad CA 92010  
Or by emailing purchase reports to [Rewards@Fluidra.com](mailto:Rewards@Fluidra.com)

9. Earned cash rebates will be delivered via a re-loadable VISA® card issued to Member. Please allow 4-6 weeks for rebate cards to be issued. Visa® is a registered trademark of Visa International Service Association.



## 10. Extended Limited Warranties for ServicePro Program

As a part of the Member's participation in the ServicePro Program, Fluidra hereby extends its standard Limited Warranty as follows:

- a) Two-year extended limited warranty on whole goods & labor\*\*
- b) Two-year extended limited warranty on replacement parts (no labor)\*\*
  - Under the ServicePro Program, Fluidra warrants all Jandy, Polaris, Zodiac, CMP and Grand Effects branded products to be free from manufacturing defects in materials and workmanship for a period of two (2) years from the date of retail purchase; this warranty includes reasonable labor for whole goods but does not include any labor for replacement parts.
- c) Three-year extended limited warranty on specific bundled products\*\*
  - To qualify for the bundled warranty, the purchase of a minimum of 3 products in a qualifying bundle is required. Qualifying products must be from the following whole good product categories: Polaris booster pump, CMP Sanitizer, CMP LED Waterfall, Jandy pump, filter, heater, heat pump, light, saltwater chlorinator or electronic control system (including Levolor). These products must be purchased and installed at one time and at one location, as part of an equipment upgrade bundle. To redeem the three-year limited warranty, the products must be registered online at [www.FluidraUSA.com/registration](http://www.FluidraUSA.com/registration) within 60 days of installation.
  - Under the ServicePro Program, Fluidra warrants all whole good products listed in the preceding paragraph to be free from manufacturing defects in materials and workmanship for a period of three (3) years from the date of retail purchase; this warranty includes reasonable labor for whole goods but does not include any labor for replacement parts.
- d) \*\*S.R Smith products, Cover-Pools® products, maintenance tools, above-ground pool cleaners, above-ground equipment, Polaris Turbo Turtle and 65 pressure cleaner models, Aqua Products™ branded products, and Blueriot® products are excluded from this extended limited warranty.
- e) When applicable, Member should retain for its records the exclusive extended limited warranty certificate and may, in Fluidra's discretion, be required to show the certificate prior to receiving warranty service.
- f) This extended limited warranty covers only products installed in a residential application. The applicable standard limited warranties apply to any product installed in a commercial application.
- g) The extended limited warranties under the ServicePro Program are valid only when the original equipment is purchased and installed by a registered ServicePro pool professional, or one of its employees, who is licensed and qualified in pool equipment by the jurisdiction in which the product will be installed, where such state or local requirements exists. In the event no such state or local requirement exists, the installer and maintainer must be registered with Retail Select and be a professional with sufficient experience in pool equipment installation and maintenance. The extended warranty includes only the products referenced therein.
- h) Please reference the applicable standard limited warranties provided with each product for full details and exclusions, all of which apply to this extended limited warranty.
- i) Except as specifically extended herein, the applicable standard limited warranties provided with each product are confirmed and ratified in all respects and will remain in full force and effect according to each of their terms.