

TERMS AND CONDITIONS OF SALE FROM SPABLOWER.COM

This Agreement is entered into this [DayOfMonth] day of [Month], [Year] at [Time] (PST) by and between: Carelli, LLC, a Kentucky Company, and [BuyerFirstName] [BuyerLastName], electronically signed by checking "I Agree" to terms box before being able to process order. [BuyerBillingAddress] Initiated From IP Address: [IPAddress]

DEFINITIONS "Buyer" means the individual or organization who buys or agrees to buy the Equipment from the Seller; "Agreement" means this contract between the Seller and the Buyer for the sale and purchase of Equipment incorporating these Terms and Conditions commencing the date as above written; "Equipment" means the products that the Buyer agrees to buy from the Seller; "Seller" means Spablower.com –operated by Carelli, LLC, a Kentucky Company, that owns and operates the website Spablower.com; "Terms and Conditions" means the terms and conditions of sale set forth in this agreement and any special terms and conditions agreed in writing by the Seller; "Website" means the website owned by Spablower.com which was used to purchase Equipment.

CREDIT CARD AUTHORIZATION

We use Paypal for our credit card processing. Please read the Paypal terms and legal documents for any and all issues regarding processing of your credit card. Carelli LLC and its spablower.com website does not take credit cards directly. All credit cards are processed via Paypal services. Spablower.com is not privy to your credit card information at any time.

PROFESSIONAL PRODUCTS

Buyer understands that Equipment sold on website are professional products intended to be professionally installed and that improper use or installation could result in injury or death. Buyer warrants to Seller that Equipment will be professionally installed by a contractor or electrician licensed in the state in which it is to be installed. Buyer understands that local code may have different installation requirements than the manufacturer for the installation of Equipment. Buyer warrants to Seller that Buyer will obtain all required permits, pay building fees and conduct inspections as may be required prior to use. Buyer understands that code may also require the use of alarms, motion sensors, safety covers, tie downs or other safety devices for the safe and legal operation of Equipment. Buyer warrants to Seller that it will comply with all safety requirements prior to use. Buyer understands that an external spa side shut-off (GFCI) is required by the National Electric Code. Buyer warrants to Seller that it will comply with having an external Ground Fault Circuit Interrupter installed by a contractor or electrician licensed in the state in which the Equipment will be installed prior to use. Buyer agrees and warrants to Seller that all components of installation, including the Ground Fault Circuit Interrupter, plumbing, electrical and safety devices as well as temperature of water will be inspected prior to each use. In addition, Buyer agrees and warrants to Seller that Buyer shall test water for leaks of voltage into the water prior to each use. These Terms and Conditions shall commence as of the date first written above and shall apply to all contracts for the sale of Equipment by the Seller to the Buyer and shall prevail over any other documentation or communication from the Seller, manufacturer or any third party. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Seller. Any communication should be addressed to the Seller's email address (sales@spablower.com)

ORDERING AND CONFIGURATION

While Seller may have provided Sales or Product information either on the website, over the telephone or via email, Buyer is solely responsible for the proper configuration of and appropriate selection of equipment to work with Buyers spa. All orders for Equipment shall be deemed to be an offer by the Buyer to purchase

Equipment pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason. The Seller reserves the right to withdraw any Equipment from the Website at any time. The Seller shall not be liable to anyone for withdrawing any Equipment from the Website or for refusing to process an order.

SHIPMENTS AND DELIVERY

Seller provides estimates for the time required to manufacture, configure or package Equipment for shipment, however Seller is unable to provide an exact date when the package will leave the factory. Unless stipulated otherwise on the order, Equipment will be shipped via UPS or US Postal Service. While Seller can estimate the date of delivery, Seller is unable to provide an exact delivery date. Seller does not guarantee the accuracy of any information provided by delivery service. If Buyer chooses to have Equipment delivered by any means other than Ground Service, Seller does not guarantee that Equipment will ship within a specified period of time or on a specific date nor does Seller guarantee shipment will arrive by the date specified or needed by the Buyer. Furthermore, Seller shall not provide replacement equipment at any other level of service other than Ground should Equipment be found to be damaged, defective or incomplete. If Equipment is received and found to be defective or damaged in shipment or if any parts are missing, Buyer agrees to notify Seller in writing within 20 business days of order date and retain all original packaging provided with product. Delivery of the Equipment shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Equipment whenever they are tendered for delivery.

CANCELLATIONS AND RETURN

An order for the purchase of Equipment is considered placed once the Buyer accepts the terms of the Agreement and the credit card information is provided and the card is charged for the Equipment. In addition to the manufacturer's warranty, all Equipment carries a 20-calendar day satisfaction inspection guarantee from Seller, calculated from the date of purchase and can be returned unused, in the original packaging for a full refund. Buyer shall return all Equipment at Buyer's expense, insured and via a carrier that such delivery is trackable. Any missing parts, manuals shipping material shall be deducted from the refund. Should Equipment be returned damaged, it is Buyer's sole responsibility to arrange for the pick-up and inspection of Equipment at Buyer's location. Damage inspections are not conducted at Seller's location. Equipment returned for any reason must have prior email authorization. The Buyer shall inspect the Equipment immediately upon receipt and shall notify the Seller in writing, via email, within 20 calendar days of the order if the Equipment is damaged or does not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Equipment. Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Equipment and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

WARRANTY

Equipment sold on website carry a manufacturer's limited warranty. Seller warrants that the Equipment received will reasonably correspond to the description and photographs shown by the Seller on website. Seller warrants that the Equipment will correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Equipment, whether implied by Statute,

common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Equipment for the Buyer's purpose.

LIMITATION OF LIABILITY

Buyer shall hold Seller harmless against any and all liabilities whether expressed or implied for damages or injuries as a result of Equipment sold. Buyer shall seek remedy solely from manufacturer of equipment which in any event shall be limited to the cost of the Equipment purchased. Should Buyer claim any damage or injury as a result of Equipment, Buyer authorizes Seller or Seller's Agent to provide access within 24 hours to the property where Equipment is installed to inspect, test and photograph the premises, spa, Equipment and installation. Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Equipment and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time, but Buyer shall be bound by the Terms and Conditions set forth in this Agreement as of the date above first written.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Kentucky.

August 2010