

# STANDARD TERMS & CONDITIONS

## Scope of Work

Volcano Industries, Inc. d/b/a Roman Fountains ("Roman Fountains") is a designer and equipment manufacturer/supplier. The unloading of equipment, installation of furnished equipment, interconnecting piping/conduit, construction of fountain basin and other structural elements, and waterproofing of the fountain basin, is to be performed by others.

## Shipping/Freight

All domestic shipments are "FOB Factory, Sarasota, FL, USA" and are quoted either "freight collect" or "FOB factory, full-freight prepaid and allowed to jobsite." The purchaser is responsible for freight damages and claims once the carrier signs for shipment at seller's point of loading.

## Taxes

The purchaser shall collect, remit or otherwise pay to the appropriate taxing entity any and all applicable sales, use, gross receipts, excise or other form of legal tax or surcharge that may be required to be paid in accordance with a sales order and these terms and conditions (collectively, "Taxes"). The purchaser shall indemnify and hold Roman Fountains harmless from any Taxes that are assessed to or paid by Roman Fountains in connection with the purchaser's sales order and these terms and conditions.

## Standard Lead Times/Ship Date

The lead times listed below are provided as a guideline. Roman Fountains will make a good faith effort to adjust its production schedule to meet the purchaser's project schedule. Please communicate any desired delivery dates to Roman Fountains so that sufficient notice is provided. The stated lead times begin after placement of the order, deposit payment, and all required approvals. **Note: Custom items and/or large orders may require longer lead times.**

Standard Embedment Items: Approximately 5-10 business days

Balance of Equipment: Approximately 25-40 business days

## Standard Terms Of Payment

Standard payment terms are listed below. Please contact Roman Fountains to discuss alternate payment terms. Roman Fountains may agree to alternate terms after considering customer history, credit rating, total order amount, etc.

- 1/3 deposit payment to be invoiced with placement of order and due prior to submittal of shop drawings.
- 1/3 payment and drawing approvals are due prior to shipment of embed components.
- 1/3 payment due prior to shipment of balance of equipment.

## Site Visits

Site visit(s) for purposes of coordination, start-up, inspection, troubleshooting, etc. are not included in the proposal, unless specifically listed as a line item in the itemized equipment and services listing. If a site visit is requested, a formal proposal can be issued. For estimation purposes, however, allow \$750.00 per day (including travel days) per technician plus all travel-related expenses (including, without limitation, airfare, accommodations, car rental, meals, and miscellaneous travel expenses) incurred on behalf of the project. A (2) week notice is requested for job-site services.

## Design/Installation Drawings

Roman Fountains shall provide all necessary drawings, details, and instructions required to furnish a complete fountain system design after receipt of order. All drawings and details shall be prepared on AutoCAD® software. System design drawings are essentially diagrammatic in nature, intended mainly to indicate the scope of work to be done. Equipment and material locations may be distorted for clarity in presentation. Construction record documents and "as built" drawings shall be the responsibility of the purchaser. Engineer stamped/sealed drawings are the sole responsibility of the purchaser if required by the owner, architect, code, or general specifications.

{02685631.DOC;2} **ROMAN FOUNTAINS CORPORATION • [www.romanfountains.com](http://www.romanfountains.com)**

**Eastern Office: 9875 Medlock Bridge Parkway, Suite 250 • Johns Creek, GA 30022 • 1-877-794-1802 • FAX: 770-300-0074**

**Corporate Office: P.O. Drawer 10190 • Albuquerque, NM 87184 • 1-800-794-1801 • FAX: 505-343-8086**

## **Design Services**

Roman Fountains offers design services that can be purchased prior to ordering a complete fountain equipment package. Design services typically consist of design/installation drawings, specifications & bid documents, consultation services and/or animations/renderings. If design services only are desired, please contact Roman Fountains for a separate proposal. For inclusive fountain equipment package orders, the design services and pricing are called out in the proposal.

## **Design Scope**

Roman Fountains is not an engineering company and no claims should be interpreted to suggest otherwise. Roman Fountains does not employ licensed professional engineers and cannot stamp or seal its design drawings. Engineer stamped drawings are not included in this proposal and, if required, it shall be the responsibility of the client to obtain and purchase engineering certifications.

## **Storage Fees**

Storage fees may be invoiced to the client at a rate of \$15.00 per day on completed orders/materials held at the client's request in our warehouse in excess of thirty days. The invoice shall be due and payable in accordance with the stated terms regardless of whether the equipment package or any portion thereof is delivered to or cancelled by the client.

## **Right to File Lien/Limitation of Damages**

Roman Fountains reserves the right to secure its interest in its property and equipment until paid in full by filing a Preliminary Notice/Notice to Owner and subsequent bond and lien claims in accordance with state statutes. Any purchase order language to the contrary is "Null and Void."

Roman Fountains shall not be liable for special, consequential, incidental or other damages in any claim, action, suit, or proceeding arising under these Standard Terms & Conditions or the contract of sale, nor shall there be any liability thereunder for claims for labor, loss of profits or goodwill, repairs, or other expenses incidental to replacement

## **Waterproofing Responsibility**

Roman Fountains recommends that all fountain pools be properly waterproofed and all components be properly sealed to ensure a watertight fountain installation. Any waterproofing details or specifications that may appear on Roman Fountains plans or equipment details are for general reference only and shall not be interpreted as a formal specification or recommendation. Conversely, the absence of waterproofing details or specifications on Roman Fountains plans, details, or product sheets does not imply that waterproofing is not a project requirement.

## **Installation Responsibility**

Roman Fountains shall furnish all of the necessary specialized fountain equipment required to furnish a complete and working system as listed on the attached equipment and services list. Installation of the listed equipment along with all pipe and fittings, conduit and wiring, and all necessary installation materials, labor, tools, services and other items required to complete installation not specifically delineated on Roman Fountains' equipment/materials lists shall be provided by the contractor. Roman Fountains is not responsible for the installer's qualifications, workmanship or experience in executing the installation.

## **Performance Guarantee**

Roman Fountains will guarantee the decorative fountain system to perform to the specified operating heights, spray patterns, and water volumes, and to create the designed lighting effects, provided the entire equipment package as listed on Roman Fountains' final submittal documents is supplied by Roman Fountains, and the installation, operation and maintenance of the equipment is in strict accordance with Roman Fountains' installation and operating instructions, submittals, and installation drawings.

Roman Fountains will provide consultation and design services as they pertain to the fountain equipment package supplied, including the fountain display system, filtration system, water treatment system, water level controls, submersible lighting, pump room layout, and electrical sizing as it pertains to Roman Fountains' equipment package. The consultation and design information will be detailed on submittal drawings to the customer for the customer's review and approval.

Roman Fountains will not install or accept responsibility for the actual installation of the system equipment, design of the power distribution system, or any other portion of the project not specifically enumerated, such as pool structure, hardscape design and construction and equipment room structural design and construction.

## **Stated and Intended Use of Fountain**

It is hereby acknowledged, agreed, and understood that the intended use of the water feature is for decorative architectural viewing purposes only, unless specifically represented or specified as a "waterplay" fountain. The architectural fountain is not for public bathing, public entry or public recreational use. As such, Roman Fountains assumes no responsibility or

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liability whatsoever for personal injury, illness, disease, death or any other damages which may occur as a result of the equipment/system being used, operated or otherwise maintained in a manner inconsistent with its stated and intended purpose. Roman Fountains is not responsible for notifying the public of the stated and intended use and operation of this decorative architectural fountain, nor is Roman Fountains responsible for any posting of notices, warnings, instructions, barriers, or providing personnel as necessary to enforce compliance with its intended use.

**Insurance Coverage**

Roman Fountains carries specific business insurance coverage, including products liability insurance, workers' compensation insurance and auto liability insurance. All quotations for purposes of soliciting orders are based on the insurance coverage in force at that time. Should buyer require additional coverage beyond the stated contract limits of our corporate business insurance policy, buyer shall pay any additional premiums to bind such additional coverage prior to additional coverage being bound. At your request, Roman Fountains will provide its certificate of liability insurance for your review.

**Proposal Validity**

Proposals are VOID after 120 days from issue date, unless extended in writing by an authorized employee of Roman Fountains.

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