

USA STANDARD MAINTENANCE AGREEMENT

Ecoflo® Biofilter

BETWEEN

Premier Tech inc.
580 West Lambert Road, Unit G
Brea, CA
USA 92821
1 877 295-5763 or (418) 867-8883
Fax: (418) 862-6642

Each Ecoflo® Biofilter complies with specifications written in local regulations.

HEREINAFTER CALLED "PREMIER TECH" AND

Customer's name: _____

Address of installation: _____

Number Street

City State Zip Code

Mailing address: _____

Number Street

City State Zip Code

Telephone: _____

Home Work E-mail

HEREINAFTER CALLED THE "USER"

The USER has purchased an Ecoflo® Biofilter and hereby contracts with PREMIER TECH for maintenance services, subject to the following terms and conditions:

Number of Ecoflo® Biofilters: 1 2 Other Installation date: _____

Ecoflo® Biofilter shell in: Fiberglass Concrete
 ST-500 ST-650 STB-500 STB-650 STB-650B STB-650BR

Garbage disposal installed: yes no Water softner installed: yes no

Authorized installer: _____

Company's name

Signed at: _____ this _____

City

Date

PREMIER TECH INC.
Represented by:



Customer service supervisor

NICOLAS ROBITAILLE

Type Name

I declare that I have read all the clauses on the front and back of this contract, and that I fully understand the terms and requirements of said clauses.

User's signature

Type Name

THE CONDITIONS OVERLEAF FORM AN INTEGRAL PART OF THIS CONTRACT.

OBLIGATIONS OF PREMIER TECH INC.

1. PREMIER TECH agrees to provide maintenance services for the Ecoflo® Biofilter sold to the USER and installed on his premises during the period of seven (7) years following the installation of the Ecoflo® Biofilter. These annual maintenances will be performed as from the second year following installation by Premier Tech's duly qualified employee or duly authorized representative.

2. PREMIER TECH acknowledges that the maintenance costs of the Ecoflo® Biofilter for the seven (7) year period following installation are included in the purchase price of the Ecoflo® Biofilter. These costs do not include the emptying of the used filtering media and the purchase and installation of the replacement filtering media that USER's will assume at the eighth anniversary of installation of the Ecoflo® Biofilter. Therefore, the replacement of the filtering media may not be done during the eight (8th) year of the Agreement and then the present Maintenance Agreement would be continued for a period to be determined by PREMIER TECH if the following conditions are met: the Guidelines for Use described in the Owner's Manual have been fully respected, a satisfactory inspection of the filtering media of the Ecoflo® Biofilter concludes that its filtering performances are adequate and the maintenance of the septic tank have been executed in accordance with the applicable legislation. If PREMIER TECH extends the duration of the Agreement, the USER will be charged the maintenance fees in effect at that time for the maintenance performed on the Ecoflo® Biofilter during such year and the terms and conditions of this present Agreement will apply.

3. IMPORTANT. PREMIER TECH wishes to remind the USER that in order to fully comply with the laws and regulations governing septic installation of the State within which the Ecoflo® Biofilter has been installed, and furthermore ensure the efficiency, longevity and durability of the Ecoflo® Biofilter, annual maintenance will be required for the entire useful life of the Ecoflo® Biofilter, even after expiration of this Agreement. (For more information about the maintenance of the Ecoflo® Biofilter, please consult the Ecoflo® Biofilter owner's manual or contact us at 1 800 632-6356. One of our representatives will be pleased to assist you.) PREMIER TECH and USER acknowledge that this Agreement is related to the purchase of an Ecoflo® Biofilter by the USER and is considered valid only if such a purchase is made.

OBLIGATIONS OF USER

4. The USER agrees to provide PREMIER TECH with a copy of this Agreement duly filed so that the maintenance can be properly performed and that the warranty be honored by PREMIER TECH. This Agreement being considered as a condition to the validity of the warranty on the Ecoflo® Biofilter (please refer to clause 4 of the warranty certificate). The annual maintenance of the Ecoflo® Biofilter is required during the warranty period for the Ecoflo® Biofilter's warranty to apply, and such maintenance must be made by or preauthorized by PREMIER TECH during the entire period of this warranty.

5. The USER agrees to provide local authorities (municipality, county health department, etc.) within which the Ecoflo® Biofilter has been installed with a copy of this Agreement duly completed.

6. The USER agrees to grant access to the installed Ecoflo® Biofilter to PREMIER TECH's employee or other duly authorized representative so that the maintenance can be properly completed. The lid of the Ecoflo® Biofilter shall at all times remain easily accessible and free of any encumbrance. Additional fees will be charged to the User if the annual maintenance have to be postponed to a later date as a result of the impossibility for Premier Tech to access to the Ecoflo® Biofilter and to execute the maintenance as planned.

7. Should the access to the Ecoflo® Biofilter installed on USER's premises not be practicable for vehicles, the USER undertakes to provide PREMIER TECH's employee or other duly authorized representative with reasonable and practicable access so that the services contemplated by this Agreement can be performed.

8. The USER agrees to keep in a safe place the maintenance record provided by PREMIER TECH or its duly authorized representative following each annual maintenance visit.

9. The USER acknowledges receipt from PREMIER TECH or from its Ecoflo® Installer of a copy of the Ecoflo® Biofilter's owner manual and undertakes to comply with the directions and guidelines contained in such manual for the use of the Ecoflo® Biofilter.

10. The USER hereby agrees to keep in a safe place this Agreement, along with the maintenance record, the owner's manual and the warranty certificate, and to remit them to any subsequent purchaser of the premises where the Ecoflo® Biofilter is installed so that the new USER may benefit from this Agreement and continue to abide by the terms stipulated in such documents.

11. The USER agrees to make no changes in the use or function of the building served by the purchased Ecoflo® Biofilter, nor any modification to the unit's installation as originally specified and approved by local authorities under applicable laws and regulations. Change or modification shall only be made if pre-authorized jointly by local authorities and PREMIER TECH. Any change or modification without prior authorization from PREMIER TECH will void the warranty of the Ecoflo® Biofilter.

12. This Agreement and the owner's manual should henceforth be considered as forming a single document, and the USER undertakes to abide by all the terms and conditions therein.

GOVERNING LAW AND JURISDICTION

13. This Agreement shall be governed by the law in force in the State of New-York, United States of America.

14. The Parties agree, in respect of any claim or legal proceedings for any purpose whatsoever, in connection with this Agreement, to elect the district of New-York, as the proper forum for the hearing of said claims or said legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the requirements of the law.

580 West Lambert Road, Unit G, Brea, California USA 92821

☎ 1 800 632-6356 / 418 867-8883

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✉ PTE@PREMIERTECH.COM

🌐 WWW.PTEENV.COM

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User's initials