



# Water Delivery Pricing Policy & General Terms and Conditions

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## ***Thank you for your water order with Michigan Water Transport!***

We understand how important the purchase of your pool & water is to you as well as the enjoyment it will bring to your family. We want to make sure that we are setting the proper expectations for your water delivery to your pool from the start.

### **Water delivery times:**

Early delivery 8am to 2pm / Later delivery 12pm to 8pm

\*If you have a new installation please let us know at the time you place your order\*

***\*\*Please note delivery times are not guaranteed\*\****

### **Verification & Payment:**

Please verify all information regarding your order prior to day of delivery. In the event any changes are needed please call the office @ 248-674-8200 or email us: [dispatchmwt@michiganwatertransport.net](mailto:dispatchmwt@michiganwatertransport.net) or via the contact section of our web page [www.michiganwatertransport.net](http://www.michiganwatertransport.net)

Payment information will be collected the business day prior to delivery. We accept Visa, Mastercard, Discover, and American Express. We do accept cash; however it must be brought to the office location the business day prior to delivery. We do not accept checks, or cash on site of delivery.

### **Pricing Policy**

- ***Non-Cancellation (April – August)*** - in the event you need to cancel a load we require a 2-hour notice; in the event that we are not informed of a cancellation and we are in route or have arrived at the site a charge of 40% of the price or \$175.00 whichever is greater will be charged for the load. From **(September – March)** all orders must be verified 2 business days prior to scheduled deliver. Cancellations must be made the business day prior to delivery; same day cancellations regardless of time will incur a cancellation charge of 40% of \$175.00 whichever is greater.
- ***Detention*** - Our deliveries come with 1 hour on site this is included in the price of the water. If a job site requires more than 1 hour on site our detention charge is \$150.00 per hour, we do prorate to the 30 minute increments.
- ***Saturday delivery charge*** – Deliveries scheduled on Saturdays from September 1<sup>st</sup> to April 30<sup>th</sup> will be charged \$75.00 delivery surcharge on each load. If the load needs to be cancelled, please do so by 4pm the business day before to receive a refund of the full amount charged. In the event the cancellation or reschedule occurs on the day of delivery the \$75.00 surcharge is non-refundable. *From May 1<sup>st</sup> to August 31<sup>st</sup> the Saturday delivery charge is waived!*
- ***Seasonal delivery charge*** - During November 1st to December 31st we will deliver water with an additional delivery charge of \$75.00 per load (Monday to Friday), and Saturday deliveries will be an additional \$150.00 that is non-refundable if canceled same day. From January 1<sup>st</sup> – April 1<sup>st</sup> we will deliver water with an additional delivery charge of \$200.00 per load that is non-refundable if canceled same day. If a cancellation needs to occur it must be completed by close of business, the business day prior to delivery to receive full refund of the delivery charge.

## GENERAL TERMS AND CONDITIONS

1. **WARRANTY DISCLAIMER.** All materials are sold "AS IS" and all written or oral warranties or contractual agreements are excluded, whether express or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
2. **LIMITED REMEDY.** Purchaser/Owner/Agent (collectively "Purchaser") agrees that the maximum liability of Michigan Water Transport, Inc. and its agents, representatives, and employees (collectively "MWT") shall not exceed the purchase price of the materials supplied by MWT. Purchaser also agrees that in no event shall MWT be liable for any other damages, including but not limited to loss of profits, indirect expenses or costs, incidental damages, consequential damages, special damages, damages caused by delay or other similar damages that may arise out of any breach of this agreement or any obligations under this agreement.
3. **DELIVERY AND INDEMNIFICATION.** MWT's responsibility for delivery ceases at the curbs or street frontage of the address for delivery. If the Purchaser requires MWT's delivery vehicles to cross the curb line or enter upon private property to make delivery on site, the Purchaser shall be responsible to provide safe and adequate access and such delivery shall be at the risk of the Purchaser. In consideration of MWT providing on-site delivery, the Purchaser agrees to indemnify, defend and hold MWT harmless from all liability in respect of any damage to public or private property and every injury or wrong whatsoever. The Purchaser may arrange, in advance and for an additional cost, for specialized equipment to deliver the materials where the delivery objective is not accessible by MWT's traditional delivery methods or if the Purchaser believes that the surrounding conditions will not support MWT's delivery vehicles.
4. **DELIVERY SITE CONDITIONS.** MWT reserves the right, but not the duty, to determine whether the site for delivery requested by the Purchaser is suitable for such delivery and MWT may refuse to delivery to a site if MWT is of the opinion that delivery would be unsuitable or unsafe. Notwithstanding, the Purchaser shall be responsible for all costs and damages incurred where, on the date and time of the scheduled delivery, there is inadequate access for delivery.
5. **UNATTENDED DELIVERY SITE.** MWT may, in its sole discretion, refuse delivery to an unattended delivery site. All deliveries require a delivery ticket signature on the reverse side from an authorized representative of the Purchaser.
6. **DELAYS.** MWT shall not be liable for any non-delivery or delay in delivery resulting from any cause beyond its control including but not limited to delivery equipment breakdown, industrial stoppages or shortages of materials. If MWT is unable to complete delivery of a part of an order, the Purchaser shall accept such part of the order as MWT is able to deliver and the Purchaser shall pay for the part delivered pro rata at the same rates as the whole of the order agreed to be sold on the same terms of payment.
7. **QUANTITIES.** The quality and quantity of products delivered and detailed on the delivery ticket must be checked by the Purchaser at the time of delivery for compliance with the Purchaser's order. Any variations between quality and actual quantities delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by the Purchaser. Purchaser will be charged based on the quality and quantity shown to be supplied as per the delivery ticket. The signature of Purchaser (or Purchaser's agent, employee or representative) on the reverse side constitutes Purchaser's acceptance of and full satisfaction with the quality and quantity of product delivered.
8. **ORDERS.** MWT reserves the right to charge for any products ordered for which the Purchaser is unable to accept delivery, unless a cancellation or an amended order is received by MWT prior to the actual loading of the products for delivery.
9. **TECHNICAL ASSISTANCE.** MWT accepts no responsibility for claims arising from technical advise or assistance provided to the Purchaser. Advise and assistance provided by MWT is for Purchaser's guidance only and Purchaser agrees to rely solely on its own knowledge or on the advise of its technical experts (if any).
10. **MODIFICATION OF TERMS.** No employee, representative, or agent of MWT has the authority, in the absence of an express writing signed by an officer of MWT to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions employee, representative, or agent making any such statement shall be acting on behalf of or with the consent or agreement of MWT.
11. **OFFSET AGREEMENT.** Purchaser authorizes any funds due to Purchaser as a vendor supplier, labor or contractor to be paid to MWT in case of bankruptcy, default or non-payment.
12. **NOTICE.** Any notice required to be sent to MWT shall be in writing and sent Certified Mail to: Michigan Water Transport, Inc., 120 South Center Road, Flint, Michigan 48506.
13. **SEVERABILITY.** If a court of competent jurisdiction deems any terms, provisions, covenants, or conditions of this agreement to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that venue for any action brought for the breach of or the enforcement of the agreement shall be in the county where MWT's product was purchased.
14. **APPLICABILITY.** This agreement is made between Purchaser and MWT. All the terms and conditions herein apply to all purchases by Purchaser from MWT and will remain on file with MWT for all future orders. By signing on the reverse side Purchaser agrees that all employees, customers, spouses, agents, representative and owners authorized to accept delivery from MWT have been advised of these terms and conditions and are bound by these terms and conditions.
15. **MISCELLANEOUS.**
  - A. These terms and conditions contain the contractual relationship between the parties, and no amendments or additions shall be binding unless they are in writing and signed by both parties.
  - B. These terms and conditions shall be binding upon the parties, their legal representatives, successors, and assigns.
  - C. The captions or headings of these terms and conditions are for convenience only and in no way define, limit, or describe the scope or intent any of the terms and conditions.
  - D. Any ambiguity in all or any portion of this Agreement will be construed equally between the parties, regardless of the party deemed to have drafted this Agreement and any rule of construction to the contrary.