



PUL PRODUCTS, LLC AND CULESCAPE TERMS AND CONDITIONS

The CULescape Terms and Conditions (the “Terms and Conditions”) relate to your participation in the PUL Products, LLC CULescape Program (the “Program”). By participating in the Program, you represent that you have read, understand, and agree to be bound by these Terms and Conditions, which may be modified at any time without notice in the sole discretion of PUL Products, LLC. (“PUL”), and accept and agree with the decisions of PUL, which are final and binding. Any changes to these Terms and Conditions will be posted on www.pulproducts.com/culescape (the “Website”), so please visit the Website on a regular basis. Your continued participation in the Program after a change has been posted constitutes your acceptance of any changes to these Terms and Conditions. If you do not agree to these Terms and Conditions or any changes to these Terms and Conditions, you have the option to not participate in the Program.

ELIGIBILITY

The Program is open only to authorized PUL dealer dealers (“Participants”). Employees of PUL, PUL’s Vendor Partners (“Vendor Partner”), and each of their parent companies, subsidiaries, affiliates, and advertising, promotional or fulfillment agencies, as well as members of their immediate families and households, are not eligible to participate. This offer is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply.

PROGRAM PERIOD

The Program is an ongoing customer loyalty and non-cash rebate program that enables Participants to earn points for qualifying purchases of eligible PUL-branded products and Vendor Partner products each year from September 1st through August 31st (the “Program Period”). The points can then be redeemed for a non-cash rebate(s), subject to these Terms and Conditions.

HOW TO JOIN THE PROGRAM

To join the Program, customers should visit [Become a PUL Partner - PUL Products Smart Cleaning Pool](#) to register and start earning points.

EARNING POINTS

Participants shall earn PUL Points for eligible PUL product (“PUL Product”) purchases, as well Vendor Points for eligible products purchased from a Vendor Partner (“Vendor Partner Product”), collectively “Products”. The redemption of these Points for Trips (or anything of value) is a non-cash discount or rebate provided off prior purchases, and predicated on meeting specific Program requirements, including but not limited to minimum purchase requirements. PUL Products may be purchased either directly from PUL or through an authorized distributor. Vendor Partner Products must be purchased in coordination with the Vendor Partner – the Vendor Partner may have specific terms relating to the eligibility of purchases. Please refer to the Earnings Guide, located on the Website (the “Earnings Guide”), for a list of all eligible Products (the “Eligible Products List”), and for the number of points which may be earned by purchasing Products. PUL and its Vendor Partners reserve the right, in their sole discretion, to add eligible products to or remove eligible products from the Eligible Product List from time to time and without notice (for example, but not limited to, product discontinuances and new product launches). If a product is removed from the Eligible Product List, any points previously awarded in connection with the purchase of such product will remain in the Participant’s account. Points are earned by the Participant (the pool builder or entity who purchases the Products as an authorized dealer of the Products), and not by any employee of the Participant. Points are not transferable, except as stated in these Terms and Conditions. Redemptions for Trips that require the naming of an individual employee or guest of the Participant is done so as a matter of a service to

the Participant, and to fulfill regulatory or issuing company requirements (i.e., airline tickets, hotel rooms, etc.). This does not supersede the fact that these transactions are made between PUL and the customer / dealer Participant, in connection with a previous purchase of Products.

POINTS REPORTING

PUL will track Participants' purchase of PUL Products and add the points earned to the Participants' account on the Program Portal accessible through the Website. PUL Points earned from the purchase of PUL Products directly from PUL will be posted to a Participant's account directly. PUL Points earned from the purchase of PUL Products from an authorized PUL distributor (a "Distributor") shall be posted to a Participant's account within 30 days of accrual, provided that the Distributor provides the data to PUL in a timely fashion. If the Distributor does not provide the PUL Points electronically, then Participant shall provide PUL with copies of the distributor invoices within thirty (30) days of receipt. Participants must submit their Vendor Points request to each Vendor Partner no later than October 15th following the end of a Program Period using each Vendor's Vendor Claim Forms, downloadable from the Website. Once PUL is remunerated for the Vendor Points, the Vendor Points will be posted to a Participant's account. Participants are responsible for monitoring their point balance by logging on to their account at the Website. Participants shall report any point discrepancies to PUL at info@pulproducts.com within one (1) year from the date of accrual. PUL reserves the right to review and audit all point balances at any time and in its sole discretion. PUL may, at any time, make appropriate corrections (additions and/or subtractions) to Participants' point balances. PUL's decision regarding Participants' point balances are final.

REDEEMING POINTS

Earned Points in the Program may be redeemed for CULescape ("Trips"), once minimum requirements have been met as communicated in the marketing communications for each trip. Points earned in connection with the Program cannot be redeemed for cash.

In order to redeem points earned for any reward, Participants (a) must have earned at least two thousand (2000) PUL Points during a Program Period, (b) must have in their account at least the number of points required for a trip package (of which approximately 2/3rds of the points must be PUL Points), (c) must have an account that is current as of the last business day of October following a Program Period, and (d) must not sell or promote in-floor cleaning systems other than PUL® in-floor systems. Points may be redeemed through the trip registration websites. Links will be mailed to eligible Participants. PUL reserves the right to modify the list of rewards, as well as their corresponding point values, at any time for any reason. PUL reserves the right to substitute rewards in its sole discretion. All rewards are subject to availability, and PUL does not guarantee or warrant in any way that the rewards offered under the Program are or will be available. All redemptions are final. Points credits will be issued for any trip cancelled by PUL. If a Participant cancels a ground package for two or a full trip for two, including airfare, after PUL purchases the airfare, and/or if the room and board costs cannot be refunded, PUL will deduct the cost of the airfare and/or the room and board costs at a rate of \$1 per 1 point up to their full value. Points credits will not be issued for previously Registered trips which are delayed. Participants are responsible for all costs and expenses not specified in a trip package, as well as all local, state, and federal taxes associated with a reward. As PUL does not provide tax guidance, we encourage Participants to consult a tax professional. Participants' redemption of points earned in connection with the Program cannot be combined with any other offers, unless otherwise expressly authorized by PUL. Points earned are based on net units sold and exclude returns.

PURCHASING/ROLLING OVER POINTS

The total points redeemed for any Trip must be less than or equal to the total points available in the Participant's account at the time of registration for a Trip. If Participants do not have enough points for the reward they seek, they may purchase points at the rate indicated in the Earnings Guide, or at a cost of two dollars (\$2.00) per one (1) point if no rate is indicated in the Earnings Guide. Exclusions may apply when buying points for a full trip package. To purchase points, Participants must have a minimum of one (1) point in their account. If Program Participants have not accrued the minimum number of points needed for a Trip, they can roll over their points from year to year, for up to three (3) years ("Rollover Points"), until they have earned enough points for the Trip package, provided they have earned at least two thousand (2000) PUL Points during each Program Period. Once a Participant has earned the minimum number of points needed for a Trip, the Participant may forgo attending one (1) Trip. If the Participant fails to register for or attend two (2) consecutive trips, all Rollover points will expire.

GENERAL RULES

PUL, in its sole discretion, reserves the right to suspend or deactivate a Participant's account, which will lead to the points earned being canceled, and the Participant shall not be able to claim any compensation whatsoever, and reserves the right to take appropriate legal action in the event of any action by participant that disrupts or is likely to disrupt the normal operation of the Program, and in particular in the event of fraud, attempted fraud, illegal activity, or misuse or attempted misuse of the benefits offered under the Program, in the event of participant's failure to comply with these Terms and Conditions or for any other reason.

Participants accept and agree to be bound by these Terms and Conditions and the decisions of PUL, which are final in all respects.

Participants agree to the use of their name and/or photograph in any PUL advertising or publicity associated with this Program without any additional compensation, where permitted by law.

All brand and product names are trademarks of their respective companies.

Participants who unenroll or are unenrolled from the Program may lose all accumulated points and benefits at PUL's sole discretion.

LIMITATION OF LIABILITY

PUL Products, LLC and its subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors and employees (collectively, the "PUL") shall not be held liable for (a) any errors, including typographical errors, in the offer or administration of the Program, including, but not limited to, errors in any Program-related materials, including all advertising for the Program, these Terms and Conditions, the crediting or debiting of points from a Participant's account, or the distribution of a reward; (b) incorrect or inaccurate information, or for any faulty or failed electronic data transmissions; (c) any loss or misdirection of, or delay in receiving, any communication, including a reward order from a Participant, or a Program reward; (d) the acts omissions of third parties; (e) any unauthorized access to, or theft, destruction or unauthorized redemption of, a Participant's points or a Program reward; (f) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Program; (g) inaccessibility or unavailability of any network or wireless service, the Internet or Website or any combination thereof; (h) suspended or discontinued

Internet, wireless or landline phone service; or (i) any injury or damage to Participant's or to any other person's computer or mobile device, which may be related to or resulting from any attempt to participate in the Program or download of any materials in the Program. If the Program is not capable of running as planned for any reason, which may include, without limitation, unauthorized intervention, fraud, infection by computer virus, bugs, tampering, technical failures, regularly scheduled maintenance, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, or any other reason, including, but not limited to Acts of God, epidemics, pandemics, governmental orders or regulations, or any other cause beyond any of the PUL's control, PUL reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program in whole or in part. In no event shall the PUL be liable for any direct, indirect, incidental, special, consequential, or punitive damages, which arise out of or concern the Program, including Participant's participation in the Program, PUL's operation of the Program, or these Terms and Conditions. If a third party brings a claim against PUL related to or resulting from Participant's participation in the Program, violation of these Terms and Conditions and/or use of any Program reward, Participant agrees to indemnify and hold PUL harmless from and against all liabilities, claims, actions, demands, damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. PUL disclaim all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness of products or services provided through the Program, including, but not limited to, Program rewards.

WAIVER & SEVERABILITY

PUL's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision by us. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

CHOICE OF LAW / JURISDICTION

The Program is governed by the laws of the State of Arizona without regard to conflicts of law principles. Participants consent to the jurisdiction and venue of the federal or state courts located in Phoenix, Arizona for the resolution of any disputes, claims and causes of action arising out of or relating to this Program or the Reward (individually, "Claim"). All Claims shall be resolved individually, without resort to any form of class action. Any claims, judgments and/or awards shall be limited to actual out-of-pocket costs incurred, including without limitation costs incurred with entering this Program. Participant hereby waives any rights or claims to attorney's fees, indirect, special, punitive, incidental, or consequential damages of entrant, identifiable persons, or third-party participants, whether foreseeable or not and whether based on negligence or otherwise.