

Great Lakes Pondscapes

Customer Purchase & Service Agreement

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Document Notice

This Customer Purchase & Service Agreement establishes the policies, terms, and conditions governing the sale of products and services offered by Great Lakes Pondscapes. It is intended to provide customers with a clear understanding of their rights, responsibilities, and expectations when conducting business with our company.

This Agreement applies to purchases made through our retail store, website, telephone, email, and any other sales channel operated by Great Lakes Pondscapes, as well as services performed by our employees or authorized representatives.

By purchasing products or services from Great Lakes Pondscapes, the customer acknowledges that they have read, understood, and agree to be bound by the terms contained within this Agreement.

Legal Review Notice

This document has been prepared as a comprehensive business agreement intended to communicate Great Lakes Pondscapes' policies, procedures, and customer expectations. While every effort has been made to create a complete and accurate document. Please advise if you have any questions that are not covered.

Revision History

Version	Date	Description	Approved By
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1.0	July 9, 2026	Initial Release	Pending
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Customer Service and Sales Agreement

Phone - 269-657-4577

Address - 29891 E Red Arrow Hwy, Paw Paw, MI
49079

Store Hours

See website for current store hours

<https://www.greatlakespondscapes.com/>

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Our Commitment to Our Customers

At Great Lakes Pondscapes, we believe that a pond is much more than a collection of rocks and water. It is a place where families gather, nature flourishes, and lasting memories are created. Whether you are installing your first backyard water feature, enhancing an existing pond, or maintaining a mature aquatic ecosystem, our goal is to help you enjoy your investment for many years to come.

We are committed to conducting business with honesty, professionalism, integrity, and respect. Every recommendation we make is intended to help our customers make informed decisions based on their individual goals, property, and budget.

Our team strives to provide:

- High-quality pond and water garden products
- Healthy aquatic life
- Professional installation services
- Dependable maintenance services
- Honest recommendations without unnecessary sales pressure
- Friendly, knowledgeable customer service
- Long-term support after the sale

We understand that every pond is unique. Environmental conditions, wildlife, weather, water chemistry, and many other factors influence the long-term success of every water feature. Our staff is committed to sharing our experience and knowledge to help customers achieve the best possible results while recognizing that nature itself cannot always be predicted or controlled.

We also recognize that trust extends beyond the products we sell. Customers trust us with their homes, their projects, and, in many cases, their personal information. We take that responsibility seriously and are committed to safeguarding customer information through responsible business practices and modern security measures.

If concerns arise before, during, or after your purchase, we encourage you to contact us. Most questions and concerns can be resolved quickly through open communication, and we appreciate every opportunity to make things right whenever reasonably possible.

Thank you for choosing Great Lakes Pondscapes.

We sincerely appreciate your business and look forward to helping you enjoy your outdoor living spaces for years to come.

1. Introduction

1.1 Purpose

The purpose of this Customer Purchase & Service Agreement is to establish a clear understanding between Great Lakes Pondscapes ("the Company") and its customers regarding the purchase of products, scheduling and performance of services, customer responsibilities, warranties, returns, refunds, privacy practices, and other matters relating to the Company's operations.

This Agreement is intended to promote fairness, transparency, and consistent business practices while protecting both the customer and the Company.

1.2 Scope

Unless otherwise stated in a separate written contract signed by both parties, this Agreement applies to all products and services provided by Great Lakes Pondscapes, including but not limited to:

- Retail purchases
- Online purchases
- Telephone orders
- Email orders
- Local deliveries
- Customer pickup
- Pond construction
- Pond renovations
- Pond maintenance
- Waterfall construction

- Equipment installation
- Seasonal services
- Consultations
- Warranty service
- Future products and services offered by the Company

This Agreement supplements invoices, estimates, work orders, proposals, and other written documents provided by Great Lakes Pondscapes.

1.3 Acceptance of Agreement

By purchasing products, scheduling services, placing an order, making payment, or otherwise conducting business with Great Lakes Pondscapes, the customer acknowledges and agrees to the terms contained within this Agreement.

If any portion of this Agreement conflicts with a separately executed written contract signed by both the customer and an authorized representative of Great Lakes Pondscapes, the written contract shall control for that specific transaction.

1.4 Guiding Principles

Great Lakes Pondscapes strives to conduct business according to the following principles:

- Integrity in every transaction
- Honest recommendations
- Respectful customer service
- Professional craftsmanship
- Transparent pricing
- Fair and reasonable business practices
- Protection of customer privacy
- Continuous improvement

- Environmental stewardship
- Long-term customer relationships

These principles guide every decision made by our company and reflect our commitment to serving our customers and community.

2. Definitions

For purposes of this Agreement, the following definitions apply.

Agreement

This Customer Purchase & Service Agreement, including all future revisions.

Company

Great Lakes Pondscapes, its owners, employees, authorized representatives, contractors, and successors.

Customer

Any individual, business, organization, or entity purchasing products or services from Great Lakes Pondscapes.

Products

Any merchandise offered for sale by Great Lakes Pondscapes, including equipment, pond supplies, pumps, filters, liners, lighting, chemicals, treatments, aquatic plants, fish, decorative materials, and accessories.

Services

Any labor or professional work performed by Great Lakes Pondscapes, including consultation, design, installation, maintenance, repair, cleaning, renovation, delivery, inspection, and seasonal services.

Living Products

Any live organism sold by Great Lakes Pondscapes, including fish, aquatic plants, beneficial bacteria, biological treatments, or other living materials.

Website

The official Great Lakes Pondscapes website, including any online shopping platform, customer portal, mobile application, or future digital services operated by the Company.

Special Order

A product specifically ordered from a manufacturer or supplier at the request of a customer that is not regularly stocked by Great Lakes Pondscapes.

Deposit

Any payment collected before products are delivered or services begin.

Installation

The placement, construction, assembly, or setup of products or systems performed by Great Lakes Pondscapes.

Estimate

A written approximation of anticipated project costs prepared using the information available at the time of preparation. Estimates are not guarantees of final pricing unless expressly stated in writing.

Business Day

Any day Great Lakes Pondscapes is regularly open for business, excluding recognized holidays.

Manufacturer

The original producer or supplier of any product sold by Great Lakes Pondscapes.

Force Majeure Event

Any circumstance beyond the reasonable control of Great Lakes Pondscapes, including severe weather, flooding, fire, labor shortages, transportation interruptions, utility failures, acts of government, natural disasters, pandemics, supplier delays, or other unforeseen events.

Property

The customer's residence, business, or other location where products are delivered or services are performed.

Warranty

A written guarantee provided either by Great Lakes Pondscapes or a product manufacturer describing the terms, conditions, and duration of coverage for specific products or services.

Reasonable Wear and Tear

The expected deterioration of products resulting from ordinary use, exposure to weather, seasonal changes, aging, and normal operation.

Customer Information

Information voluntarily provided by customers, including names, addresses, telephone numbers, email addresses, purchase history, project information, and other information necessary for Great Lakes Pondscapes to conduct business.

Authorized Representative

Any employee or individual designated by Great Lakes Pondscapes to act on behalf of the Company.

3. Products & Services

3.1 Products Offered

Great Lakes Pondscapes offers a wide variety of products designed to enhance, maintain, and enjoy ponds, water gardens, fountains, and other outdoor water features. Product offerings may vary throughout the year based on seasonal demand, supplier availability, and inventory levels.

Products may include, but are not limited to:

- Pond pumps
- Waterfall pumps
- Pond liners
- Underlayment
- Pond filters
- UV clarifiers
- Aeration equipment
- Plumbing fittings
- Water treatments
- Beneficial bacteria
- Fish food
- Aquatic plants
- Live fish
- Decorative stone
- Lighting systems
- Pond accessories
- Decorative water features
- Replacement parts
- Seasonal supplies

The Company reserves the right to discontinue or substitute products without prior notice.

3.2 Services Offered

Services may include:

- Pond design consultation
- New pond construction
- Pond renovation
- Waterfall installation
- Fountain installation
- Pond cleaning
- Seasonal pond openings
- Seasonal pond closings
- Equipment replacement
- Leak investigation
- General maintenance
- Fish and aquatic plant recommendations
- Water quality consultation
- Product installation
- Delivery services

Not all services may be available in every geographic area.

3.3 Product Availability

Although Great Lakes Pondscapes makes every effort to maintain accurate inventory records, product availability cannot be guaranteed.

Inventory displayed online or discussed by telephone may change without notice due to:

- In-store purchases

- Supplier delays
- Shipping delays
- Manufacturer shortages
- Inventory adjustments
- Seasonal demand

If an ordered product becomes unavailable, Great Lakes Pondscapes may:

- Contact the customer to discuss alternatives.
- Delay shipment until inventory becomes available.
- Cancel the unavailable portion of the order.
- Issue a refund for unavailable merchandise.

3.4 Product Descriptions

The Company strives to accurately describe all products and services.

However:

- Colors may vary.
- Natural stone varies in size, shape, texture, and color.
- Live fish and aquatic plants naturally vary in size and appearance.
- Product photographs are representative only.
- Manufacturers may update products without notice.

Minor variations shall not be considered defects.

4. Ordering Products & Services

4.1 Ordering Methods

Customers may place orders through available methods including:

- Retail store purchases

- Company website
- Telephone
- Email
- Special order requests
- Authorized representatives

Additional ordering methods may become available in the future.

4.2 Order Acceptance

Submitting an order does not automatically create a binding agreement.

An order is considered accepted only after Great Lakes Pondscapes confirms its acceptance through order processing, shipment, product pickup, or commencement of services.

The Company reserves the right to refuse or cancel any order for legitimate business reasons.

4.3 Reasons Orders May Be Declined

Orders may be declined due to circumstances including but not limited to:

- Product unavailability
- Pricing errors
- Suspected fraud
- Incomplete customer information
- Payment authorization failure
- Safety concerns
- Geographic service limitations
- Previous unresolved account issues
- Circumstances beyond the Company's reasonable control

Whenever practical, customers will be notified promptly.

4.4 Customer Information

Customers agree to provide accurate and current information including:

- Name
- Billing address
- Shipping address
- Telephone number
- Email address
- Property location (for services)

Great Lakes Pondscapes is not responsible for delays or losses resulting from inaccurate customer information.

4.5 Customer Age Requirement

Customers placing orders or entering into service agreements represent that they are at least eighteen (18) years of age or otherwise legally authorized to enter into binding agreements.

4.6 Special Orders

Products ordered specifically for a customer that are not part of regular inventory are considered Special Orders.

Special Orders generally require:

- Advance payment or deposit.
- Customer approval before ordering.
- Acceptance of manufacturer delivery timelines.

Once submitted to a supplier, Special Orders generally cannot be cancelled.

Deposits for Special Orders are generally non-refundable unless otherwise required by law.

4.7 Commercial Orders

Commercial customers may qualify for project pricing, contractor pricing, or volume discounts.

Additional payment terms may be established through separate written agreements.

5. Pricing & Payment

5.1 Pricing

Prices are subject to change without prior notice.

Prices displayed on:

- The Company website
- Advertising
- Printed materials
- Social media
- Price tags

may contain typographical or technical errors.

Great Lakes Pondscapes reserves the right to correct pricing errors before completing an order.

5.2 Sales Tax

Applicable Michigan sales tax will be collected as required by law unless a valid tax exemption certificate is provided prior to purchase.

Commercial customers claiming tax-exempt status are responsible for maintaining current exemption documentation.

5.3 Promotional Pricing

The Company may periodically offer:

- Coupons
- Promotional pricing
- Seasonal sales

- Package discounts
- Loyalty rewards
- Manufacturer rebates

Unless specifically stated otherwise:

- Promotions cannot be combined.
- Promotions have no cash value.
- Promotions expire as advertised.
- Previous purchases are not eligible for retroactive discounts.

5.4 Payment Methods

Accepted payment methods may include:

- Cash
- Credit cards
- Debit cards
- Electronic payment methods
- Gift cards (if offered)

Accepted payment methods may change without notice.

5.5 Deposits

Certain services may require deposits prior to scheduling work.

Examples include:

- Pond construction
- Major renovations
- Large equipment purchases
- Custom orders
- Commercial projects

Deposit amounts will be communicated before work begins.

5.6 Progress Payments

Large projects may require progress payments based upon milestones achieved during construction.

Failure to make required progress payments may delay or suspend work until payment has been received.

5.7 Returned Payments

Returned checks, declined electronic payments, or chargebacks may result in:

- Administrative fees permitted by law.
- Delayed delivery.
- Suspension of services.
- Collection activity if necessary.

Customers are encouraged to contact the Company immediately if a payment issue occurs.

5.8 Chargebacks

Customers are encouraged to contact Great Lakes Pondscapes before initiating a credit card dispute or chargeback.

Many concerns can be resolved quickly through communication, product replacement, warranty assistance, or other mutually agreeable solutions.

Fraudulent chargebacks may be disputed through the applicable financial institution.

6. Shipping, Delivery & Local Pickup

6.1 Shipping

Shipping services may be offered for eligible products.

Shipping costs, estimated delivery dates, and available shipping methods will be communicated during the ordering process when applicable.

Estimated delivery dates are not guaranteed.

6.2 Delivery Delays

Great Lakes Pondscapes is not responsible for shipping delays caused by:

- Weather
 - Natural disasters
 - Shipping carriers
 - Supply chain interruptions
 - Manufacturer delays
 - Labor disruptions
 - Government restrictions
 - Events beyond the Company's reasonable control
-

6.3 Inspection Upon Delivery

Customers should inspect shipments promptly upon receipt.

If visible shipping damage exists:

- Note the damage with the carrier when possible.
- Photograph the shipment.
- Retain all packaging materials.
- Contact Great Lakes Pondscapes promptly.

Prompt reporting greatly improves the ability to resolve shipping claims.

6.4 Local Pickup

Customers selecting local pickup should inspect merchandise before leaving the store.

Once merchandise has been accepted and removed from Company property, the customer assumes responsibility for transportation and handling.

6.5 Unclaimed Merchandise

Merchandise not claimed within a reasonable period after notification may become subject to storage fees or order cancellation.

Great Lakes Pondscapes will make reasonable efforts to contact customers before taking further action.

6.6 Risk of Loss

Ownership and risk of loss generally transfer to the customer upon:

- Delivery to the shipping carrier for shipped orders; or
- Customer pickup for in-store pickup orders.

This provision does not affect any rights otherwise provided under applicable law.

6.7 Delivery Access

Customers are responsible for providing safe and reasonable access for deliveries.

The Company reserves the right to postpone deliveries when access conditions present unreasonable safety risks to employees, equipment, or customer property.

7. Returns, Exchanges & Refunds

7.1 Our Commitment

Great Lakes Pondscapes strives to provide quality products and exceptional customer service. If a customer is not satisfied with an eligible purchase, we encourage them to contact us as soon as possible so we can work toward a fair resolution.

Many concerns can be resolved through product exchanges, manufacturer warranty assistance, technical support, or product recommendations without requiring a return.

7.2 Standard Return Policy

Unless otherwise stated, eligible merchandise may be returned within thirty (30) calendar days from the original date of purchase.

To qualify for a return, merchandise should:

- Be accompanied by the original sales receipt or other acceptable proof of purchase.
- Be in clean, resalable condition.
- Include all original components, manuals, accessories, and packaging when reasonably available.
- Show no evidence of misuse, abuse, neglect, unauthorized modification, or improper installation.

The Company reserves the right to inspect all returned merchandise before approving a refund, exchange, or store credit.

7.3 Refund Method

Approved refunds will generally be issued using the original method of payment whenever practical.

If the original payment method is unavailable, Great Lakes Pondscapes may issue store credit or another mutually acceptable form of reimbursement.

Refund processing times may vary depending on the customer's financial institution.

7.4 Exchanges

Whenever practical, Great Lakes Pondscapes may offer an exchange rather than a refund.

Exchanges may be appropriate when:

- A product is defective.
- An incorrect product was supplied.
- A manufacturer defect exists.
- A different size or compatible product better meets the customer's needs.

Exchange eligibility remains subject to inspection.

7.5 Store Credit

In certain circumstances, Great Lakes Pondscapes may issue store credit instead of a monetary refund.

Store credit may be offered for:

- Customer convenience.
- Product substitutions.
- Warranty adjustments.
- Returns outside the standard refund period when approved by management.

Store credit has no cash value unless required by law.

7.6 Return Shipping

Unless otherwise required by law or covered by a manufacturer warranty, customers are generally responsible for shipping costs associated with returns.

Original shipping charges are non-refundable unless the Company shipped the wrong item or a verified manufacturer defect exists.

7.7 Return Refusals

Great Lakes Pondscapes reserves the right to decline returns that do not comply with this Agreement or applicable law.

Examples include:

- Products showing signs of abuse.
 - Products damaged after purchase.
 - Incomplete returns.
 - Products returned outside applicable return periods.
 - Products identified as non-returnable.
-

8. Non-Returnable Merchandise

Due to health, safety, sanitation, environmental, manufacturer, or product integrity considerations, the following merchandise is generally non-returnable unless otherwise required by law:

- Live fish
- Aquatic plants
- Beneficial bacteria
- Biological water treatments
- Opened chemicals
- Opened water treatments
- Fish food
- Water test kits that have been used
- Custom ordered merchandise
- Installed products
- Cut liner materials
- Clearance merchandise
- Final sale merchandise
- Gift cards
- Special-order products

Management may approve exceptions at its sole discretion.

9. Living Fish, Aquatic Plants & Other Living Products

9.1 Commitment to Quality

Great Lakes Pondscapes is committed to providing healthy, properly cared-for aquatic life.

Every reasonable effort is made to maintain appropriate water quality, feeding schedules, quarantine procedures when applicable, and general animal health prior to sale.

9.2 Understanding Living Products

Unlike manufactured products, fish and aquatic plants are living organisms.

Once they leave our care, their health and survival depend upon numerous factors outside our control, including:

- Water chemistry
- Temperature
- Oxygen levels
- Pond maturity
- Acclimation procedures
- Transportation conditions
- Existing fish populations
- Predators including herons, raccoons, cats, and other wildlife
- Disease
- Electrical failures
- Equipment failures
- Water quality
- Weather conditions
- Customer maintenance practices

Because these variables cannot be controlled after purchase, Great Lakes Pondscapes cannot guarantee the continued health or survival of living products.

9.3 No Refunds or Exchanges

All sales of live fish, aquatic plants, beneficial bacteria, and other living organisms are final.

Great Lakes Pondscapes does not provide refunds, exchanges, or guarantees for living products after they leave Company possession unless otherwise required by applicable law.

9.4 Customer Responsibilities

Customers purchasing living products are responsible for:

- Proper pond preparation.
- Proper acclimation.
- Maintaining appropriate water quality.
- Providing adequate filtration.
- Providing proper aeration.
- Monitoring water temperature.
- Following feeding recommendations.
- Monitoring fish health after introduction.

Company staff are available to provide general recommendations; however, the ultimate responsibility for ongoing care rests with the customer.

9.5 Compatibility

Customers are responsible for determining compatibility between new aquatic life and existing ponds.

Great Lakes Pondscapes cannot guarantee compatibility among fish species, aquatic plants, wildlife, or existing environmental conditions.

10. Manufacturer Warranties

10.1 Manufacturer Coverage

Many products sold by Great Lakes Pondscapes are covered by warranties provided directly by their respective manufacturers.

Warranty terms vary by manufacturer.

Customers should review manufacturer warranty documentation included with their purchase.

10.2 Company Assistance

Whenever practical, Great Lakes Pondscapes will assist customers in navigating manufacturer warranty claims.

Such assistance is provided as a customer service and does not create additional warranty obligations beyond those provided by the manufacturer.

10.3 Warranty Exclusions

Unless specifically stated otherwise in writing, warranties generally do not cover:

- Improper installation
 - Improper maintenance
 - Abuse
 - Neglect
 - Accidental damage
 - Freeze damage
 - Lightning damage
 - Power surges
 - Acts of nature
 - Unauthorized modifications
 - Normal wear and tear
-

10.4 Customer Responsibilities

Customers are encouraged to:

- Retain receipts.
-

- Register products with manufacturers when applicable.
- Follow maintenance recommendations.
- Maintain warranty documentation.

Failure to follow manufacturer requirements may affect warranty eligibility.

11. Pond Construction & Installation Services

11.1 Project Scheduling

Construction and installation schedules are estimates only.

Project dates may change due to:

- Weather
- Material availability
- Supplier delays
- Equipment availability
- Emergency scheduling
- Site conditions
- Safety concerns

The Company will make reasonable efforts to communicate scheduling changes promptly.

11.2 Site Conditions

Project estimates are based upon visible conditions at the time of inspection.

Unexpected conditions discovered during construction may require:

- Additional labor
- Additional materials
- Design modifications
- Additional charges

Examples include:

- Buried rock
- Tree roots
- Existing utilities
- Poor soil conditions
- Drainage issues
- Previously unknown underground structures

No additional work will be performed without customer approval except where immediate action is necessary to protect persons or property.

11.3 Utility Location

Great Lakes Pondscapes will coordinate with applicable utility locating services where required.

Customers remain responsible for identifying:

- Invisible fencing
- Irrigation systems
- Landscape lighting
- Private electrical wiring
- Septic systems
- Private water lines
- Other privately installed underground systems not identified through public utility locating services.

The Company shall not be responsible for damage to unidentified private underground systems.

11.4 Design Changes

Customers may request design changes before or during construction.

Requested changes may affect:

- Project cost
- Completion schedule
- Material availability

Additional work will be documented and approved before proceeding whenever practical.

11.5 Completion

Upon substantial completion, customers are encouraged to inspect the completed project with a Company representative.

Any concerns should be reported promptly so they may be evaluated.

12. Pond Maintenance Services

Maintenance services may include:

- Pond cleaning
- Seasonal openings
- Seasonal closings
- Pump servicing
- Filter cleaning
- Water treatments
- Equipment inspections
- General maintenance

Specific maintenance services vary depending upon customer needs and selected service plans.

12.1 Access

Customers are responsible for providing safe and reasonable access to the work area.

Pets should be secured before technicians arrive.

Hazards that may affect employee safety should be disclosed in advance whenever possible.

12.2 Missed Appointments

If access cannot be provided during a scheduled appointment, additional service charges may apply for return visits.

Customers are encouraged to notify the Company as early as possible when rescheduling is necessary.

12.3 Ongoing Maintenance

Water features require regular maintenance.

Failure to perform routine maintenance may reduce equipment life, affect water quality, encourage algae growth, or impact the health of fish and aquatic plants.

Great Lakes Pondscapes strongly recommends following an appropriate maintenance schedule.

13. Customer Responsibilities

Customers agree to:

- Provide accurate information.
- Maintain safe access to the property.
- Protect children and pets during construction.
- Maintain proper electrical service.
- Maintain appropriate water quality.
- Monitor equipment operation.
- Follow maintenance recommendations.
- Read product instructions.
- Promptly report concerns.
- Use products according to manufacturer recommendations.

Customers who have questions regarding product use or maintenance are encouraged to contact Great Lakes Pondscapes before attempting repairs or modifications.

The Company is committed to helping customers achieve long-term success with their ponds and water features through education, quality products, and ongoing support.

14. Customer Communications

14.1 Our Commitment to Communication

Great Lakes Pondscapes believes clear communication is essential to providing exceptional customer service. We strive to keep customers informed before, during, and after every purchase or service appointment.

Customers are encouraged to contact us whenever questions arise regarding products, services, warranties, maintenance, or billing.

14.2 Methods of Communication

Customers may receive communications through:

- Telephone
- Email
- Text message (SMS)
- Written correspondence
- Website notifications
- In-person discussions
- Social media messaging (when appropriate)

The Company will make reasonable efforts to communicate using the customer's preferred contact method whenever practical.

14.3 Order & Service Notifications

Customers may be contacted regarding:

- Order confirmations
- Shipping updates
- Appointment scheduling
- Appointment reminders
- Project updates
- Product availability
- Warranty matters
- Safety recalls
- Billing questions
- Follow-up customer service

These communications are considered part of normal business operations.

14.4 Marketing Communications

From time to time, Great Lakes Pondscapes may send customers information regarding:

- Seasonal promotions
- Educational pond care tips
- New products
- Upcoming events
- Service reminders
- Special sales

Customers may opt out of promotional communications at any time.

Opting out of promotional communications does not prevent Great Lakes Pondscapes from contacting customers regarding active orders, warranties, appointments, or other necessary business matters.

15. Privacy & Information Security

15.1 Respect for Customer Privacy

Great Lakes Pondscapes respects the privacy of every customer.

We collect only the information reasonably necessary to conduct business, fulfill orders, schedule services, communicate with customers, and comply with applicable legal requirements.

We believe customer information belongs to the customer and should be treated with care and respect.

15.2 Information We May Collect

Depending upon the products or services requested, we may collect information including:

- Customer name
- Mailing address
- Service address
- Telephone number
- Email address
- Purchase history
- Service history
- Warranty information
- Project photographs
- Communications regarding products or services

We collect only information that is reasonably necessary to provide quality customer service.

15.3 Information We Do Not Sell

Great Lakes Pondscapes does **not** sell, rent, or intentionally distribute customer personal information to third parties for advertising or marketing purposes.

Customer information is used solely for legitimate business purposes related to products and services requested by the customer.

15.4 Payment Information

Payments made through our website or electronic payment systems are processed using secure payment technologies.

Great Lakes Pondscapes does not intentionally retain complete payment card information beyond what is reasonably necessary to complete authorized business transactions or as otherwise required by applicable law.

15.5 Information Security

Protecting customer information is an important responsibility.

Great Lakes Pondscapes employs commercially reasonable administrative, technical, and physical safeguards designed to protect customer information from unauthorized access, disclosure, alteration, or destruction.

Security measures may include:

- Password-protected systems
- Multi-Factor Authentication (2FA/MFA)
- Encrypted storage where appropriate
- Secure internet connections
- Limited employee access
- Routine software updates
- Secure backup procedures
- Employee confidentiality practices

Although no security system can guarantee absolute protection, Great Lakes Pondscapes continually works to maintain responsible security practices.

15.6 Employee Access

Access to customer information is limited to employees or authorized representatives who require the information to perform legitimate business duties.

Employees are expected to maintain the confidentiality of customer information both during and after their employment.

15.7 Record Retention

Customer information is retained only for as long as reasonably necessary to:

- Complete business transactions
- Provide warranty support
- Maintain accounting records
- Comply with legal obligations
- Resolve disputes
- Improve customer service

Records that are no longer required may be securely destroyed.

15.8 Privacy Questions

Customers with questions regarding privacy practices are encouraged to contact Great Lakes Pondscapes directly.

16. Website Terms of Use

16.1 Website Purpose

The Great Lakes Pondscapes website is intended to provide information regarding products, services, educational resources, and online purchasing opportunities.

Use of the website constitutes acceptance of these Website Terms.

16.2 Accuracy of Information

Great Lakes Pondscapes strives to provide accurate information.

However, the Company does not guarantee that all website content will always be complete, current, or free from errors.

Product availability, pricing, specifications, photographs, and descriptions may change without notice.

16.3 Intellectual Property

Unless otherwise noted, all content appearing on the Company's website is the property of Great Lakes Pondscapes or its respective owners.

This includes:

- Logos
- Product photographs
- Original photography
- Graphics
- Written content
- Marketing materials
- Videos
- Designs
- Educational resources

No content may be copied, reproduced, distributed, or used for commercial purposes without prior written permission.

16.4 Acceptable Website Use

Users agree not to:

- Attempt unauthorized access to Company systems.
 - Introduce malicious software.
-

- Interfere with website operations.
- Harvest customer information.
- Misrepresent their identity.
- Violate applicable laws while using the website.

Violation of these provisions may result in restricted website access and legal action where appropriate.

16.5 Third-Party Links

The Company's website may contain links to third-party websites for customer convenience.

Great Lakes Pondscapes is not responsible for the content, privacy practices, products, or services provided by third-party websites.

17. Photography & Marketing

17.1 Project Photography

Great Lakes Pondscapes takes pride in the projects we complete.

Unless a customer requests otherwise in writing before work begins, the Company may photograph completed projects for:

- Project documentation
 - Employee training
 - Portfolio development
 - Marketing
 - Website content
 - Social media
 - Educational materials
-

17.2 Customer Privacy

Photographs will focus primarily on completed work.

The Company will make reasonable efforts to avoid including customers, children, license plates, house numbers, or other personally identifying information unless separate permission has been granted.

17.3 Customer Submitted Media

Customers who voluntarily submit photographs, testimonials, online reviews, or similar content grant Great Lakes Pondscapes permission to display that content for marketing purposes unless otherwise requested.

18. Limitation of Liability

18.1 General Limitation

To the fullest extent permitted by law, Great Lakes Pondscapes shall not be liable for indirect, incidental, consequential, special, punitive, or exemplary damages arising from the purchase of products or services.

18.2 Examples of Excluded Damages

The Company shall not be responsible for losses resulting from circumstances including, but not limited to:

- Fish mortality
 - Wildlife predation
 - Water chemistry
 - Algae growth
 - Plant loss
 - Power outages
 - Freeze damage
-

- Flooding
 - Storms
 - Lightning
 - Drought
 - Wind damage
 - Equipment misuse
 - Improper maintenance
 - Customer modifications
 - Acts of nature
 - Manufacturer defects
 - Utility failures
 - Internet outages
 - Delayed shipments
 - Third-party contractors
 - Failure to follow recommendations
-

18.3 Maximum Liability

If Great Lakes Pondscapes is determined to be legally responsible for a claim, the Company's maximum liability shall generally not exceed the amount actually paid by the customer for the specific product or service giving rise to the claim, except where prohibited by applicable law.

18.4 Customer Duty to Mitigate

Customers agree to take reasonable steps to minimize damages whenever possible, including promptly reporting equipment failures, water leaks, safety concerns, or other conditions that could reasonably result in additional damage.

19. Force Majeure

Great Lakes Pondscapes shall not be responsible for delays or failure to perform obligations resulting from events beyond its reasonable control.

Examples include:

- Severe weather
- Flooding
- Tornadoes
- Snowstorms
- Wildfires
- Earthquakes
- Utility failures
- Labor shortages
- Transportation interruptions
- Supplier shortages
- Government regulations
- Public emergencies
- Pandemics
- Acts of terrorism
- Civil disturbances
- Other unforeseen events

The Company will make reasonable efforts to resume operations as soon as practical following such events.

20. Dispute Resolution

20.1 Commitment to Resolving Concerns

Great Lakes Pondscapes believes that open communication is the best way to resolve concerns. If a customer has questions regarding a purchase, installation, invoice, warranty, or service performed, we encourage them to contact us as soon as possible.

Our goal is to resolve concerns fairly, professionally, and respectfully whenever possible.

20.2 Opportunity to Resolve

Before initiating legal proceedings, customers agree to provide Great Lakes Pondscapes with a reasonable opportunity to review the concern and attempt to reach a mutually acceptable resolution.

Many issues can be resolved through:

- Product replacement
- Manufacturer warranty assistance
- Additional service visits
- Technical guidance
- Repair
- Clarification of services performed
- Other mutually agreeable solutions

Nothing in this Agreement limits any rights available to either party under applicable law.

20.3 Good Faith

Both Great Lakes Pondscapes and the customer agree to communicate honestly and in good faith when attempting to resolve disagreements.

Both parties acknowledge that misunderstandings occasionally occur and that reasonable communication often leads to the most satisfactory outcome.

21. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan without regard to conflict of law principles.

Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction within the State of Michigan unless otherwise required by applicable law.

22. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be interpreted, modified, or replaced only to the extent necessary to comply with applicable law while preserving the original intent whenever reasonably possible.

23. Entire Agreement

This Customer Purchase & Service Agreement, together with any applicable estimates, proposals, invoices, work orders, manufacturer warranties, or separately executed written agreements, constitutes the complete understanding between Great Lakes Pondscapes and the customer regarding the purchase of products and services.

No verbal statements, advertisements, social media posts, marketing materials, or prior communications shall modify this Agreement unless confirmed in writing by an authorized representative of Great Lakes Pondscapes.

24. Electronic Transactions

Customers acknowledge that purchases, estimates, invoices, approvals, and other business communications may be conducted electronically.

Electronic records, email communications, electronic invoices, and electronic signatures shall be considered valid and enforceable to the extent permitted by applicable law.

Customers are responsible for maintaining accurate email addresses and other contact information so important communications may be delivered.

25. Customer Satisfaction Commitment

While this Agreement establishes the terms under which we conduct business, our primary goal has always been, and will continue to be, providing exceptional products and outstanding customer service.

We understand that every pond, water garden, and outdoor living space is unique. Our employees are committed to providing honest recommendations, professional workmanship, and dependable support before, during, and after every purchase or project.

If something does not meet your expectations, we encourage you to contact us. We appreciate the opportunity to understand your concerns and work toward a fair and reasonable solution whenever possible.

Our success depends upon satisfied customers, repeat business, and referrals from families and businesses who trust us with their outdoor projects. We are grateful for every opportunity to earn that trust.

26. Contact Information

Questions regarding this Agreement, products, services, warranties, or privacy practices may be directed to:

Great Lakes Pondscapes

29891 E. Red Arrow Highway

Paw Paw, Michigan 49079

Phone: (269) 657-4577

Website: www.greatlakespondscapes.com

Business Hours:

As posted in-store and on our official website.

27. Customer Acknowledgment

By purchasing products or services from Great Lakes Pondscapes, the customer acknowledges that they have had the opportunity to review this Customer Purchase & Service Agreement.

The customer further acknowledges that they understand this Agreement establishes the policies governing purchases, services, warranties, returns, refunds, privacy practices, and related business operations.

Continued use of the Company's products, services, website, or facilities constitutes acceptance of this Agreement unless otherwise prohibited by applicable law.

28. Company Commitment

Great Lakes Pondscapes believes that business is built on relationships, trust, and service.

Our commitment extends beyond selling products. We are dedicated to helping our customers create and maintain beautiful outdoor spaces that can be enjoyed for years to come.

Whether you are purchasing your first pond pump, adding colorful koi to an existing ecosystem, installing a custom waterfall, or scheduling seasonal maintenance, our goal remains the same:

Provide quality products.

Deliver exceptional workmanship.

Treat every customer with honesty and respect.

Stand behind the work we perform.

Continue earning your confidence long after the sale has been completed.

Thank you for choosing Great Lakes Pondscapes.

We sincerely appreciate your trust and look forward to serving you for many years to come.

29. Customer Resources, Expectations & Additional Policies

Great Lakes Pondscapes believes that informed customers are successful customers. The following information is intended to help customers better understand how to care for their products, what to expect during services, and how certain situations are handled. These guidelines supplement, but do not replace, the terms contained elsewhere in this Agreement.

29.1 Product Safety

Customer safety is our highest priority.

Customers should immediately discontinue use of any product that appears damaged, unsafe, or malfunctioning.

Customers should immediately disconnect electrical equipment if they observe:

- Smoke
- Burning odors
- Sparking
- Damaged electrical cords
- Cracked electrical housings
- Water entering electrical components
- Unusual noises
- Repeated circuit breaker trips

Customers should never attempt repairs involving electrical equipment unless properly qualified to do so.

If equipment appears unsafe, customers should contact Great Lakes Pondscapes before attempting repairs or continued operation.

29.2 Water Quality

Healthy ponds require ongoing maintenance.

Water quality is influenced by many factors beyond the Company's control, including:

- Fish population
- Feeding habits
- Rainfall
- Groundwater
- Lawn fertilizers
- Tree debris
- Wildlife
- Sunlight
- Water temperature
- Pond age
- Filtration maintenance

Because every pond is unique, Great Lakes Pondscapes cannot guarantee specific water clarity, algae levels, water chemistry, or biological conditions.

Regular testing and maintenance are strongly recommended.

29.3 Wildlife

Outdoor ponds naturally attract wildlife.

Wildlife may include:

- Herons
- Ducks
- Geese
- Frogs
- Snapping turtles
- Raccoons
- Cats

- Dogs
- Snakes
- Other native wildlife

Great Lakes Pondscapes cannot guarantee protection against wildlife interactions, fish predation, or naturally occurring environmental conditions.

Customers concerned about predators should discuss available deterrent options with Company staff.

29.4 Natural Products

Many products sold or installed by Great Lakes Pondscapes are natural materials.

Natural products may vary in:

- Color
- Shape
- Size
- Texture
- Grain
- Pattern
- Surface characteristics

These natural variations are expected and are not considered manufacturing defects.

Examples include:

- Stone
- Boulders
- Gravel
- Aquatic plants
- Fish
- Driftwood

- Decorative materials

Each project is unique, and natural materials contribute to that uniqueness.

29.5 Color Variations

Living products naturally change over time.

Fish may change:

- Color
- Pattern
- Size
- Brightness

Aquatic plants may vary by:

- Season
- Growing conditions
- Sunlight
- Water quality

Product photographs are representative only and should not be interpreted as exact representations of the product received.

29.6 Algae

Algae are a natural part of every pond ecosystem.

Although proper filtration, circulation, beneficial bacteria, aquatic plants, and routine maintenance can help reduce algae growth, Great Lakes Pondscapes cannot guarantee completely algae-free water.

Seasonal algae blooms may occur despite proper maintenance and functioning equipment.

The presence of algae does not necessarily indicate improper construction, defective equipment, or improper maintenance by the Company.

29.7 Winter Weather

Michigan weather presents unique challenges for ponds and water features.

Customers are responsible for taking reasonable steps to prepare their ponds for freezing temperatures.

Failure to properly winterize equipment may result in damage including:

- Cracked plumbing
- Damaged pumps
- Frozen filters
- Damaged skimmers
- UV clarifier damage
- Ice damage

Great Lakes Pondscapes recommends scheduling seasonal winterization services before freezing weather begins.

29.8 Warranty Claim Procedures

Customers requesting warranty assistance should:

1. Contact Great Lakes Pondscapes as soon as possible.
2. Provide proof of purchase when requested.
3. Describe the issue in reasonable detail.
4. Provide photographs or videos if requested.
5. Retain the product until instructed otherwise.
6. Allow reasonable time for inspection or manufacturer review.

Failure to follow manufacturer warranty procedures may delay or affect warranty processing.

29.9 Customer Care Recommendations

To maximize the life and performance of pond products and aquatic life, Great Lakes Pondscapes recommends:

- Regularly cleaning filters
- Monitoring water quality
- Avoiding overfeeding fish
- Inspecting pumps and plumbing
- Removing excessive debris
- Maintaining proper water levels
- Performing seasonal maintenance
- Following manufacturer recommendations
- Contacting the Company whenever questions arise

Routine maintenance is one of the best ways to protect your investment.

29.10 Quick Reference Guide

Product or Service	General Return Eligibility
Pumps	30 Days (subject to inspection)
Filters	30 Days (subject to inspection)
Plumbing Components	30 Days (unused condition)
Pond Liner	30 Days (unused condition)
Decorative Accessories	30 Days
Special Orders	Generally Non-Returnable
Installed Products	Generally Non-Returnable
Gift Cards	Non-Returnable
Live Fish	Final Sale
Aquatic Plants	Final Sale
Beneficial Bacteria	Final Sale

Product or Service	General Return Eligibility
Opened Chemicals	Non-Returnable
Fish Food	Non-Returnable once opened

This table is intended as a quick reference only. The complete Return & Refund Policy contained within this Agreement governs all returns.

29.11 What to Expect During Installation

Our installation process generally includes the following phases.

Before Construction

- Project scheduling
- Material ordering
- Utility locating where applicable
- Customer confirmation
- Equipment preparation

During Construction

- Site preparation
- Excavation
- Installation
- Equipment testing
- Customer communication regarding unexpected conditions
- Project cleanup as work progresses

Project Completion

- Final walkthrough
- Operational demonstration
- Maintenance recommendations
- Opportunity for customer questions

- Review of warranty information, where applicable

Because every project is unique, individual timelines may vary.

29.12 Our Continuing Commitment

Our relationship with our customers does not end when a project is completed or a purchase is made.

We are committed to providing ongoing education, support, and assistance throughout the life of your pond or water feature.

Questions are always welcome, and we encourage customers to contact us whenever assistance is needed.

Our goal is simple:

- Provide quality products.
- Deliver exceptional workmanship.
- Offer honest advice.
- Help customers protect their investment.
- Build lasting relationships based on trust and service.

Thank you for choosing Great Lakes Pondscapes. We appreciate the opportunity to earn your business and look forward to serving you for many years to come.

Effective Date

This Customer Purchase & Service Agreement becomes effective upon its adoption by Great Lakes Pondscapes and shall remain in effect until superseded by a later revision.

The most current version of this Agreement will be made available through the Company's website or upon customer request.

Internal Document Control

Document Information

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Prepared By SaveryTech

Reviewed By Melanie Norman, Owner

Approved By _____

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