

## Purchase Terms & Conditions, Limited Warranty, and Returns

This Agreement is between the purchaser ("Buyer") and the NewFresh Water Systems SmartValue, LLC, d.b.a: New Fresh Water Systems, a Texas Limited liability Company, P. O. Box 341749, 2009 RR 620 North, # 180, Austin, Texas 78734 ("Company") in connection with new InjectaFLO system and related items sold by Company ("Product").

PLEASE READ COMPLETELY. BY PURCHASE OR ACCEPTING THE PRODUCT, AS THE BUYER YOU ARE AGREEING TO THE FOLLOWING TERMS. BUYER ACKNOWLEDGES THAT THE LIMITATION OF LIABILITY IS PART OF THE TERMS OF SALE, CONSTITUTES A BINDING AGREEMENT, AND MAY BE ENFORCED BY COMPANY. All warranties are extended only to the Buyer whose name is shown on Company's invoice. All products are covered by a one year warranty. This document is also published on NewFresh Water Systems website, and is supplied with all InjectaFlo products along with a Limited Warranty - Original Purchaser's Responsibility document, hereby referenced and incorporated into this document. This Limited Warranty contains the sole express warranty made by the company.

**Limitation of Liability** – BUYER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF THE PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AT COMPANY'S SOLE DISCRETION. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE OF PRODUCTS PURCHASED FROM COMPANY TO THE EXTENT PERMITTED BY LAW, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE AMOUNT OF THE PARTICULAR DEFECTIVE PRODUCT PAID BY THE PURCHASER. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, REGULATION, CONSUMER PROTECTION LAWS OR OTHERWISE.

NewFresh Water Systems does not bear any responsibility for improper applications of product and/or improper installation. Videos or installation manuals are to be considered examples only and are not applicable to all plumbing or installation circumstances. ANY REFERENCE TO OR EXAMPLE OF INSTALLATION BY COMPANY SHALL NOT BE DEEMED A RECOMMENDATION FOR A PARTICULAR INSTANCE OR SITUATION IN ANY CIRCUMSTANCE. MENTION OF CONSUMER OR EXPERIENCED INDIVIDUAL OR PLUMBER INSTALLING PRODUCTS SHALL NOT INTERPRETED AS A REFERENCE FROM COMPANY BY BUYER, AS BUYER AGREES IT SHALL MAKE IT OWN INDEPENDENT DETERMINATION AS TO THEIR OWN ABILITY OR NOT TO ATTEMPT AN INSTALLATION. IN NO EVENT OR RESULT OR OUTCOME SHALL INCLUDE ANY LIABILITY TO THE COMPANY.

In any application or use of products supplied, the Company does not warranty the longevity, surfaces, or performance of plumbing, fixtures, appliances, or the outcome of the removal or softening of existing corrosion or scale removed on any related household or business property.

Labor charges and/or damage incurred in setup, installation, and startup, or repair, or replacement, as well as, incidental and consequential damages connected there with any products supplied by Company are excluded, and are not the responsibility of, and will not be warranted by or any liability placed with company or its directors, employees or affiliates.

**Warranty Coverage** - Company warrants to the original purchaser that the Product(s) shall be free of any defect in material or workmanship for a period of one (1) year and is limited to replacement or parts from the date of the original invoice from Company. Company only warrants InjectaFLO product for use in point of use, point of water entry, or cold water inlet side of hot water heater applications. Company only warrants InjectaFLO product under proper product and plumbing specification and application, proper installation, use, service, and proper care as published in detail in all

service guides included with product. **Labor and freight charges are excluded from any warranty.** Other services or repairs and are not the responsibility of the Company. Shipping charges may apply to delivered replacement parts or materials.

All liquids are not warranted for product performance as they may vary, based on local water conditions, proper product specification and application, storage, maintenance and/or usage as detailed in user documentation provided. This warranty is void for any damages due to improper product and/or plumbing specification and/or application, misuse, abuse, neglect, accident, acts of nature, improper handling and transportation, or improper installation, and/or startup, or any violation of instructions furnished by Company, or any replacement parts other than genuine parts, replacements, or substitutions for any liquids supplied by Company.

Company shall have the sole discretion in determining whether Product is covered under the warranty of improper workmanship or material as reasonably determined by Company, Company agrees, to either repair or replace the Product free of charge, excluding any shipping or handling charges.

This warranty does not cover parts that are not shipped by the Company. Any part that is repaired or replaced under this warranty will, itself, be warranted only for the remainder of the warranty period of the original product being repaired or replaced.

**Disclaimer of Warranties** – Except as set forth herein, Company disclaims all warranties including implied warranties; Company disclaims any and all warranties and representations other than those explicitly specified in this contract; any warranties, if separately provided in writing, are extended only to the Buyer whose name is shown on this invoice/contract. Warranties do not cover product damaged by external causes, including accident, abuse, misuse, improper installation, problems with electrical power, acts of third parties, products that are altered or repaired by anyone not authorized by Company, usage not in accordance with instructions accompanying the Product(s), or failure to use specified Company provided liquids, parts and components not supplied by Company, lightning, power surges, fire, water, or any acts of nature or God; Company shall not be obligated to provide any warranty service or obligations unless customer has paid its invoices in full under this or any other Company invoice.

This warranty is not a warranty of merchantability, fitness, taste, aesthetics, and/or performance that may be subject to personal and of subjective opinion that does not relate to the performance of the product, improper product and/or plumbing specification and/or application, misuse, abuse, neglect, accident, acts of nature, action of any military or civil authorities, improper handling and transportation, or improper setup, installation, and/or startup, or any violation of instructions furnished by the Company.

**To Request Warranty** – You must contact us within the applicable warranty period. Refer to the telephone number or email address on the warranty materials shipped with your product. For Product not purchased directly from Company, your warranty must be approved and verified, Company will issue a Return Merchandise Authorization (RMA) number, which is valid for fifteen (15) days. Any Product returned to Company that does not have a valid RMA number visible on the outside of the package will be refused. Product that is not defective will be returned to the sender with C.O.D. freight charges collect. You must ship the product shipping charges prepaid, and insure the shipment or accept the risk of loss or damage during shipment. Company will ship the repaired or replacement products to you freight prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations will be made freight collect.

**Return & Refund Policy** - No return of merchandise will be accepted without first securing a Return Merchandise Authorization (“RMA”) number provided by Company. Buyer must submit evidence of purchase date, Company invoice number, description of goods including serial and model numbers, reason for return, exchange, or refund, and RMA number. Any liquid product including Scale Soft or Scale Liquidator shall not be returned to Company if opened (seal broken) or if used in any quantity, under any circumstances.

At its sole discretion, Company may accept or deny Buyer's claim for exchange or damages. If accepted and if the goods are in a resellable condition, Company shall provide a refund within 30 days after receipt of returned merchandise. All products returned must have the RMA number prominently displayed on the shipping label with return freight prepaid by Buyer, and must include all original packaging, materials, manuals, and copy of invoice. All products returned must be securely packed and delivered to Company in undamaged condition. Shipping and handling charges are non-refundable. Company may refuse or reject returned merchandise for failure to follow the conditions set forth herein.

**Shipping The Product** – Ship the Product(s) back to Company in their original internal packaging. Clearly mark the RMA number on the outside of the carton. All returns for exchange or refund must be complete with all components, parts, tools manuals, pump, just as you received it. If the Product is not returned in its entirety, you will be charged the full retail price for the missing items. Company is not required to advise or remind you the appropriate de-installation procedures, nor is the company liable for any such actions or results of such actions by Buyer. Company is not responsible for any other losses or inconveniences as a result of defect or materials or workmanship in your Product.

**Repair of Your Product** – Company owns all parts removed from repaired products. Company uses new and reconditioned parts in performing warranty repairs. If Company repairs or replaces a product, the warranty term is not extended. Company will not reimburse Buyer for any repairs or replacements by anyone other than Company or anyone not authorized by Company.

**Delivery & Risk of Loss** – Shipment of all Product(s) shall be FOB point of origin as determined by Company. All risk of loss shall pass to Buyer upon tender to common carrier, Buyer or Buyer's agent or employee at Company's warehouse or other point so designated by Company. Buyer must report in writing all shortages or discrepancies to Company within seven (7) days of receipt. Otherwise, Buyer shall be deemed to have accepted the goods in satisfactory manner as determined under the Uniform Commercial Code. Any shortage or damage during transit must be reported to the carrier immediately and Company disclaims any and all liabilities in connection with such losses.

**Governing Law** – This contract shall be governed and construed in accordance with the laws of the State of Texas. Buyer agrees that competent courts in Travis County, Texas shall have the exclusive jurisdiction over any legal action with respect to this contract. In the event of any dispute related to this contract, the prevailing party shall be entitled to recover reasonable attorneys' fee and costs.

These terms and conditions apply to all transactions. If you have any questions or comments with regard to these terms and conditions please discuss with us prior to order: Monday through Friday, 9 am to 5pm CST. The Company recommends that you keep a copy of these terms and conditions for future reference.