

# AQUOS TERMS AND CONDITIONS

## 1. Introduction

These Terms and Conditions ("Terms", "Agreement") govern the use of water filtration systems and subscription services ("Services") provided by Aquos One LLC ("Company," "we," "us," or "our"). By purchasing our water filtration systems or subscribing to our services, you ("Customer," "you," or "your") agree to be bound by these Terms. Please read them carefully before making any purchases or subscribing to our Services.

## 2. Water Filtration Systems and Subscriptions

a. **Water Filtration Systems:** Our water filtration systems are designed to provide efficient and reliable water purification. By purchasing our filtration systems, you agree to follow the provided installation and maintenance guidelines to ensure the system's optimal performance. The Company reserves the right to modify, upgrade, or discontinue any water filtration system models at any time without prior notice.

b. **Subscription Service:** The subscription service entitles you to receive replacement filters for your water filtration system at regular intervals. By subscribing to this service, you agree to pay the subscription fees, which will be automatically charged to your chosen payment method at the specified intervals.

### 2.1 Installation and Uninstallation Cost

a. **Installation Cost:** If you opt for professional installation of our water filtration systems, additional installation charges will apply. The installation cost will vary depending on your location, the complexity of the installation, and any additional services requested. The specific installation charges will be communicated to you before scheduling the installation. By agreeing to professional installation, you acknowledge and accept the additional fees.

b. **Uninstallation Cost:** In the event that you wish to remove or uninstall the water filtration system, you may request our assistance to do so. Uninstallation services will incur separate charges, which will be communicated to you before scheduling the service. The uninstallation cost will vary depending on your location and the complexity of the removal process.

c. **Customer Self-Installation:** If you choose to install the water filtration system yourself, there will be no additional installation charges. However, you assume responsibility for the correct installation and adherence to the provided guidelines to ensure the system's proper functioning.

d. **Moving to Another House:** If you are a subscriber and plan to move to a new residence, you may opt for uninstallation at your current residence and new installation at your new residence. Uninstallation and installation costs will apply separately, and you will be informed of the charges before scheduling the services.

e. **No Refunds for Installation and Uninstallation:** The installation and uninstallation charges are non-refundable once the service has been performed.

**Note:** It is recommended to contact our customer support team for detailed information about the installation and uninstallation services, including associated costs and scheduling.

By purchasing our water filtration systems or subscribing to our services, you acknowledge and agree to the installation and uninstallation terms stated above, including the costs associated with moving to another house.

## **2.2 Access and Installation Authorization**

The "Customer" agrees to allow entry to Aquos personnel for installation and maintenance of the Aquos equipment. The "Customer" allows Aquos personnel to perforate the countertop and perform the adequate installation procedures necessary for the equipment to work properly.

## **3. Eligibility**

You must be at least 18 years old to purchase our water filtration systems or subscribe to our Services. By using our website or placing an order, you affirm that you are of legal age and capable of entering into a binding contract.

## **4. Orders and Payment**

a. **Order Placement:** All orders for water filtration systems and subscriptions are subject to acceptance by the Company. We reserve the right to refuse any order at our discretion. If we cancel an order, we will refund any payment made.

b. **Subscription Payments:** By subscribing to our service, you agree to recurring payments according to the chosen subscription plan. Subscription fees may change with prior notice to you. It is your responsibility to ensure that your payment information is accurate and up to date. Payment shall be made to Aquos One LLC, 114 Oriol Oaks The Woodlands, TX 77382

c. **Taxes and Fees:** You are responsible for any applicable taxes, duties, or customs fees related to the purchase of our products and services.

e. **Unpaid invoices:** If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 15 percent per year, or the maximum percentage allowed under applicable Texas laws, whichever is less.

f. **Remedies:** The "Customer" shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the "Customer" fails to pay for the Services when due, Aquos has the option to treat such failure to pay as a material breach of this "Terms", and may cancel any "Services" and/or seek legal remedies.

g. **Cancellation and Refunds:** Prior to the installation date of the equipment, the "Customer" may cancel the service and will receive all the deposits back at no charge. In case the "Customer" decides to cancel Aquos services after the installation, the "Customer" must have no debts and pay the uninstallation fee or remove the system and arrange for pickup with Aquos.

## 5. Shipping and Delivery

a. **Shipping:** We will make reasonable efforts to deliver your water filtration system and subscription filters within the specified timeframes. However, we cannot guarantee delivery times and are not liable for any delays due to unforeseen circumstances or factors beyond our control.

b. **Risk of Loss:** The risk of loss or damage to the products passes to you upon delivery. If your package appears damaged upon receipt, please notify us within 48 hours of delivery to initiate a claim.

## 6. Ownership and Intellectual Property

a. **Water Filtration Systems:** The water filtration systems and all related documentation are the property of the Company and protected by intellectual property laws. You may not copy, modify, distribute, or reproduce any part of our systems without our explicit written consent.

b. **Subscription Service:** The subscription service is provided for your personal use only and is non-transferable. You may not share, resell, or distribute the subscription or any benefits arising from it.

## 7. Limitation of Liability

a. **Water Filtration Systems:** The Company will not be liable for any direct, indirect, incidental, consequential, or special damages resulting from the use or inability to use our water filtration systems, regardless of the cause of action.

b. **Subscription Service:** The Company will not be liable for any damages arising from the use or non-use of the subscription service, including but not limited to missed filter replacements, water quality issues, or health-related concerns.

## 8. Modification of Terms

We reserve the right to modify these Terms at any time without prior notice. Updated Terms will be posted on our website, and your continued use of our Services after any modifications constitute your acceptance of the revised Terms.

## 9. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Montgomery County located in the state of Texas. Any disputes arising under these Terms or related to our Services shall be resolved exclusively in the courts of Montgomery County.

By purchasing our water filtration systems or subscribing to our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions in their entirety. If you do not agree to these Terms, please refrain from using our Services.

## 10. Default.

The occurrence of any of the following shall constitute a material default under this "Terms":

a. The failure to make a required payment when due.

- b. The insolvency or bankruptcy of either party
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this "Terms".

#### **11. Remedies.**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this "Terms" (including without limitation the failure to make a monetary payment when due), the other party may terminate this agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 60 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this "Terms".

#### **12. Force Majeure.**

If performance of this "Agreement" or any obligation under this "Agreement" is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### **13. Entire Agreement.**

This "Terms" contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this "Terms". This "Agreement" supersedes any prior written or oral agreements between the parties.

#### **14. Severability.**

If any provision of this "Terms" will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this "Terms" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**15. Waiver Of "Agreement" dual Right.**

The failure of either party to enforce any provision of this "Agreement" shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this "Agreement".

**16. Attorney's Fees to Prevailing Party.**

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**17. Construction and Interpretation.**

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**18. Assignment.**

Neither party may assign or transfer this "Agreement" without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

