

## AMERISOFT-WATER LIC, TERMS AND CONDITIONS HEREINAFTER REFERRED TO AS AMERISOFT-WATER

1. **PRICING:** Prices charged are current prices at date of shipment and are subject to change without notice. A reasonable effort will be made to provide notification of price changes.
2. **TERMS:** Open Account terms are as stated on each invoice. Credit Card transactions, COD shipments and Cash with Order shipments, do not qualify as open account terms.
  - A. **PAYMENT TERMS, USA CUSTOMERS:** Open Accounts with an Approved Credit Line and In Good Standing; Net 10 days from the invoice date with approved credit for Open Account Distributors. Resellers, or Retailers who have an approved credit line and are in good standing (i.e. invoices paid as agreed, according to their contract, with two or less late payments of ten days within a 12 month period). Accounts without Approved Credit Line: Payments are required before shipping in the form of check, funds transfer, or credit cards, which shall cover all merchandise and all prepaid freight charges.
  - B. **INTERNATIONAL CUSTOMER PAYMENT TERMS:** Payments are due in U.S. Dollars by advance payment, funds transfer, check, or credit card, which shall cover all merchandise, all prepaid freight charges and applicable broker and customs administrative charges.
  - C. **PAST DUE ACCOUNTS:** A 5% per month service charge shall be applied to all accounts past due.
  - D. **INSUFFICIENT FUNDS:** Checks returned for insufficient funds or Credit Cards which are denied, will result in a \$100.00 administrative fee, in addition to full responsibility for all legal and collection costs.
3. **CUSTOM MERCHANDISE:** Any custom order subject to prepayment is nonrefundable.
4. **CANCELLATIONS:** Cancellation of specials, non-stock or production items exceeding normal stocking levels will require a 20% restock charge. Order cancellations for stock items are subject to the greater of a 1% or \$5 charge. All cancellations are subject to pre-approval from Amerisoft-Water.
5. **CONTRACT AGREEMENT FOR PURCHASE OF PRODUCT:** Seller will retain a security interest in the Property. Buyer agrees the seller has an exclusive security interest in the Product until the purchase price has been paid in full.
6. **PICKUP ORDERS:** Due to liability, it is the responsibility of the person picking up an order to secure the order for transportation to their destination.
7. **MERCHANDISE DAMAGED IN TRANSIT or SHORTAGES:** All claims for products damaged or lost in shipment, either outside or concealed, shall be made by customers or distributor directly with the freight carrier. Check shipments immediately upon receipt. Note any damage when signing for your shipment. Claims are not paid unless noted on delivery receipt. Do not return products damaged in transit to Amerisoft-Water, or destroy packing materials. Notify the Transportation Company immediately of the damage. The Carrier will pick up the merchandise and packing materials for inspection & settlement of your claim. Amerisoft-Water can assist you when filing damage or loss claims with carriers, but cannot become directly involved in the claims process. Amerisoft-Water liability for damage in transit ceases when the carrier receives the shipment from Amerisoft-Water shipping department. Check shipments upon receipt for shortages. Shortages must be reported within 7 days. A damage or shortage notation must be written on the carriers receipt.
8. **CLAIMS:** Claims of any missing or incorrect parts are due within 10 business days after receipt of products. Amerisoft-Water reserves the right to deny claims not made within a reasonable time frame.
9. **RETURNING MERCHANDISE:** Contact Amerisoft-Water before returning any product for a return authorization number. Returns are subject to specific product warranties and terms, which include reason for return and proof of purchase. Shipping costs shall be the buyer's responsibility. Returns must be appropriately packed, insured and shipped UPS, FedEx or Parcel Post. Used merchandise may be repaired, replaced, or credited at Amerisoft-Water's discretion. Equipment must be thoroughly cleaned and decontaminated prior to return. Returns from Distributors or Retailers will not be accepted for the purpose of inventory adjustments, declining sales, in lieu of payment for outstanding invoices, realignment of products or discontinued items. International Returns must be made through insured Parcel Post or our Customs Broker. Contact Amerisoft-Water for instructions before making any return or shipment into the U.S. Approved returns for products purchased by (or sold through) Distributors or Dealers will result in a product exchange. A credit voucher will be issued for returned non-stock or custom items; the credit will be limited to the lower of the current wholesale, original wholesale purchase or original wholesale purchase price, less promotional credits. Distributors, Resellers and Retailers shall provide the following with all return products: Contact name; Company name; Products returned; Reason for return; Customer names; Customer address; Customer's original receipt; Customer phone number; Amerisoft-Water original invoice number pertaining to the product; and return authorization number. Note; all transportation costs and the associated risk of damage during shipment shall be the Customers' responsibility. NO "COLLECT" charges will be accepted. Products that are not currently offered for sale, or are special or custom ordered, shall not be accepted for return without authorization. Some items may be subject to a 20% restocking fee.
10. **30 DAY BUY BACK GUARANTEE:** The Buy Back Guarantee is a value added marketing aid supported by the manufacturer, distributor and retailer to enable customers to try qualified new unused product for up to 30 days, in order to evaluate its performance. Consumable products are not included in the 30 Day Buy Back Guarantee. The product can be returned to the distributor or retailer within 30 days with proof of purchase for a full refund of the purchase price; providing the qualified product is damage free, includes all parts and packaging. Return Shipping costs are the responsibility of the customer. Buy Back Guarantee products are limited to one per purchaser. Distributors or retailers must follow the Returns Products Policy (return authorization number, original undamaged packaging, and pre-paid freight). The Distributors will have the option of forwarding the returned product to the manufacturer for product exchange. In lieu of a product exchange a Distributor may request an allowance in order to use the product for demonstration purposes. If approved, only once allowance will be issued per product (serial number required). The product must be labeled Demonstration Unit and does not qualify for a future return through the 30 Day Buy Back Guarantee.
11. **DEFECTIVE MATERIAL LIABILITY:** Amerisoft-Water liability is limited to the lower of the following: the net wholesale purchase value, the lower of the current wholesale, original purchase or original purchase price less promotional credits for Distributors or Retailers when purchased directly from Amerisoft-Water. Defective components will be exchanged or repaired. Claims for damages or expenses resulting from the use of any product furnished by or through Amerisoft-Water are not allowable.
12. **ADJUSTMENTS:** Claims from Distributors or Retailers for products which are cosmetic in nature and not affecting the performance of the product, should work with Amerisoft-Water and the customer to determine if an adjustment versus a return may be agreeable in order to minimize return freight expenses and loss of product use during the exchange process.
13. **INCORRECT SHIPMENTS:** If a return is the result of an Amerisoft-Water error, the burden of proof is the customer's responsibility. If the matter cannot be resolved over the phone or by email, and prior consent has been obtained by Amerisoft-Water, the customer may return the product(s) to Amerisoft-Water warehouse with all freight prepaid so that the matter may be further investigated. If Amerisoft-Water agrees that they are at fault then they will credit the freight charges back to the customer.
14. **TECHNICAL ASSISTANCE:** Technical assistance provided by Amerisoft-Water with respect to the use of Amerisoft-Water products shall be limited to the intended use and performance of the products sold. Amerisoft-Water assumes no obligation or liability for any such advice provided beyond the intended use and performance of the products sold or for any issues that may occur as a result of such advice. The Buyer shall have sole responsibility for selection and specification of the equipment and supplies appropriate for the end use of such equipment and supplies.
15. **PRODUCT WARRANTY:** The Manufacturing Limited Warranty extends to the original purchase of the system. This Warranty covers all parts and factory labor needed to repair, with the parts coverage adjusted equally according to the Warranty duration. The above mentioned Warranty applies from the date of manufacture, as follows... IN-LINE WATER SOFTENERS - 4 CALENDAR YEARS; REVERSE OSMOSIS SYSTEMS - 3 CALENDAR YEARS; BUILT-IN WATER SOFTENERS - 3 CALENDAR YEARS; INDIVIDUALLY SOLD COMPONENTS AND PROFESSIONAL PRODUCTS - 90 DAYS;
  - A. **EXCLUSIONS:** These defective items are subject to the following exclusions for consumable items; membranes, de-ionization media, filters, o-rings, and all other parts components that require regular replacement as a result of ordinary usage. The Warranty for products purchased for commercial use is limited to 90 days for parts and 12 months for labor. The Warranty does not cover malfunctions of the unit due to tampering, misuse, alteration, lack of regular maintenance, misapplication, fouling due hydrogen sulfide or iron, scaling from excessive hardness, or excessive membrane hydrolysis due to chlorine, bleach, or RV antifreeze levels in excess of 1.0 mg/L. The Warranty does not cover the media used in the "Final Rinse" products. In addition damage to the unit due to fire, accident, negligence, freezing, act of God, or events beyond the control of the manufacturer are not covered by this Warranty. The manufacturer does not assume responsibility for payment of incidental and consequential damages as result of the failure of this unit to comply with express or implied warranties, such as lost time, inconvenience, and damage to personal property, loss revenue, commercial losses, postage, travel, or other losses of this nature.
  - B. **OWNER'S WARRANTY RESPONSIBILITIES:** Under the provisions of the Warranty, The owner is responsible for scheduled maintenance (i.e. Softener regeneration, membrane replacement, winterization etc.) Neglect, improper maintenance, abuse, or unapproved modifications may invalidate the Warranty. Should your product develop a defect, otherwise fail to perform in accordance with this Warranty; you should contact the selling distributor or Amerisoft-Water customer service [www.info@AmerisoftWater.com](mailto:www.info@AmerisoftWater.com) or 309-531-8664.
  - C. **DISCLAIMER:** This Warranty is provided by Amerisoft-Water and may be superseded by manufacture warrantee of a specific product or component of that product and applies only if the system is installed and used in compliant with the instructions enclosed with Amerisoft-Water Product or Part. The Warranty does not cover any non-Amerisoft-Water parts or components. This Warranty does not cover the costs of repairs or adjustments to the product that may be needed because of the use of improper parts, equipment or materials. This Warranty does not cover repairs required due to use of non Amerisoft-Water parts, alterations of the unit, or failure of a unity caused by such alterations or by unauthorized repairs.
  - D. **MISUSE:** Amerisoft-Water is not responsible for use of the product other than stated in writing from Amerisoft-Water llc, intentional misuse, or damage. Note: Amerisoft-Water Products are Not intended for input pressure over 40 lbs. In-Line or professional products are not intended for interior installations. Do not attach to high-pressure water (above 40 lbs - typical of a residential garden hose flow). Damage or injury can occur from misuse and installing above 40 pounds of water pressure and will not be covered by any warrantees.
16. **POLICY:** All terms and conditions described above shall supersede any and all previous policy terms or conditions. Any changes to this policy must be made by Amerisoft-Water. The purchaser understands that with all water treatment equipment, some additional factors may affect product performance, and these factors are not under Amerisoft-Water control. Amerisoft-Water will not be liable for consequential or incidental damages, including, but not limited to, labor costs or lost profits resulting from the use, misuse, or misapplication of any water treatment products sold. Amerisoft-Water is not responsible for typographical or clerical errors, and we also stress that all prices and specifications are subject to change without notice. The Distributor or Retailer upon any order shall agree to all above terms and condition.
17. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
18. **SUCCESSORS AND ASSIGNEES:** This agreement binds and benefits the heirs, successors, and assignees of the parties.
  - A. **GOVERNING LAW:** This agreement will be governed by and construed in accordance with the laws of the state in which the product is purchased.
  - B. **WAIVER:** If the seller waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
  - C. **SEVERABILITY:** If any court determines that any provision of this agreement is invalid or unenforceable, the decision will only affect that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.