

<u>Details of Water, Inc. HOUSEPURE-SECURE</u> <u>Limited Lifetime Warranty</u>

- 1. It is understood that this Agreement is between Water, Inc. and HousePure as Seller and the Buyer of the above referenced product.
- 2. It is understood between the parties to this Agreement that Seller requires the Buyer to properly maintain the equipment by purchasing a genuine Water, Inc. HousePure Secure replacement cartridge for the subject unit at least on an annual basis.
- 3. The Buyer is responsible to annually mail in a completed Water, Inc. HousePure Secure replacement cartridge warranty card with each replacement cartridge change out.
- 4. There will be no waiver or modification of any of the terms or provisions of this Agreement unless they are contained in a document signed by Seller and Buyer.
- 5. Any disputes arising between the parties to this Agreement shall be governed by the laws of the State of California and any litigation action necessary to enforce or interpret the terms of this Agreement shall be subject to mediation and if unsuccessful, submitted to binding arbitration pursuant to the <u>California Code of Civil Procedure</u>.
- 6. If Buyer is in compliance with all of the terms of the Agreement regarding Water, Inc. HousePure Secure Head and Filter Bowl Assembly, the normal one year warranty for any defect in the unit discovered by Buyer, shall be extended to a lifetime warranty.
- 7. This warranty is made in lieu of all other warranties, expressed or implied, including but not limited to, the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and any implied warranty arising out of a course of dealing a custom or usage in the water filtration industry.
- 8. Seller has no obligation under this warranty with respect to products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect or mishandling by the Buyer or other third parties. Buyer shall not make modifications to the products sold to it by Seller, except to the extent to include Seller authorized accessories and parts.
- To facilitate making claims under this warranty Buyer must maintain copy of annual receipts for submission at the time of any claim in connection with the abovereferenced products.

