



aiguacolor[®]

TERMS AND **CONDITIONS**

SMART CHLORINE + FREE RADICAL GENERATORS



**WE BELIEVE IN THE TRANSFORMATIVE
POWER OF TECHNOLOGY
TO CREATE A HEALTHIER ENVIRONMENT**



TERMS AND CONDITIONS

1. Interpretation

1.1. In these conditions, "SELLER" means AIGUACLOR. "BUYER" refers to the person or entity purchasing the goods from the Seller. "CONDITIONS" means the standard terms and conditions of sale outlined in this document and (unless the context requires otherwise) includes any special terms agreed in writing between the Buyer and Seller. "EQUIPMENT" means the goods to be supplied by the Seller under these Conditions. "CONTRACT" refers to the contract for the purchase and sale of the Equipment. "WRITTEN" includes fax transmission, email, and any other comparable form of communication.

1.2. The headings in these Conditions are included for reference only and shall not affect their interpretation.

2. Basis of Sale

2.1. The Seller shall sell and the Buyer shall purchase the Equipment in accordance with any written quotation from the Seller accepted by the Buyer or any written order from the Buyer accepted by the Seller, subject to these Conditions, which will govern the Contract to the exclusion of any other terms. Acknowledgment of the Buyer's order does not constitute contractual acceptance unless expressly stated otherwise.

2.2. Any variation of these Conditions shall be invalid unless confirmed in writing by the Seller.

2.3. Any advice or recommendation provided by the Seller regarding the storage, application, or use of the Equipment, which is not confirmed in writing, shall be followed entirely at the Buyer's own risk.

2.4. Any error or omission in any information or document issued by the Seller shall be subject to correction without liability on the Seller's part.

2.5. The Buyer acknowledges that no installation, training, or formation will be included in the order unless specifically recognized by aiguaclor® in writing. If the Buyer receives any training from aiguaclor® regarding the Products, such training shall be considered personal to the person(s) receiving it, and the Buyer acknowledges that said person(s) may not be able to install or operate the Products.

3. Orders or Specifications

3.1. No order submitted by the Buyer shall be deemed accepted by the Seller unless and until it is confirmed in writing by the Seller's authorized representative.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for providing the Seller with all necessary information relating to the Equipment within a sufficient time to enable the Seller to fulfill the Contract in accordance with its terms.

3.3. All equipment is set up for use in Mexico and the United States and operates according to the manufacturer's specifications unless the Seller indicates otherwise in writing. Installation instructions or manuals will only be provided if the Seller deems it necessary.

3.4. The Seller reserves the right to make any changes to the specifications of the Equipment that do not materially affect its quality or performance.

3.5. No order which has been accepted by the Seller may be canceled by the Buyer.

4. Price of Goods

4.1. The price of the Equipment shall be the price quoted by the Seller. All quoted prices are valid for 30 days.

4.2. The Seller reserves the right to increase the price of the Equipment, notifying the Buyer at any time before delivery. The Buyer may cancel the order within 48 hours of the Seller's notice, in which case neither party shall have any further obligation to the other, except where obligations have already accrued.

4.3. All prices are provided by the Seller on an "ex works" basis. If the Seller agrees to deliver the Equipment, the Buyer shall be responsible for paying the Seller's charges for transportation, packaging, and insurance.

4.4. All quoted prices exclude any applicable tax (such as Value Added Tax), which the Buyer may be required to pay to the Seller unless the Seller states otherwise in writing.

5. Payment Terms

5.1. The Seller shall be entitled to receive payment for the order by credit card or bank transfer to the Seller's bank account. Payments in currencies other than the Mexican peso will be converted to Mexican pesos at the prevailing exchange rate on the date of payment. All costs or expenses incurred in transferring the payment to the Seller shall be borne by the Buyer.

5.2. If the Buyer fails to make any payment on the due date, without prejudice to any other rights or remedies available to the Seller, the Seller shall be entitled to cancel the contract or suspend any future deliveries to the Buyer.

6. Delivery

6.1. Delivery dates for the Equipment are approximate, and the Seller shall not be liable for any delay in the delivery of the Equipment regardless of the cause. Delivery time shall not be essential to the contract unless previously agreed in writing by the Seller. The Seller may deliver the Equipment before the stated delivery date with reasonable notice to the Buyer.

6.2. When the Equipment is to be delivered in installments, each installment shall constitute a separate contract. Failure by the Seller to deliver one or more installments in accordance with these Conditions or any claim by the Buyer regarding one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.3. If the Seller is unable to deliver the Equipment (or any installment) due to force majeure, then the Contract shall be deemed completed as if the undelivered Equipment had not been ordered. The Seller will only refund the Buyer an amount equivalent to the value of the undelivered Equipment.

6.3.1. All orders will be prepared for transportation by mutual agreement between the Seller and the Buyer.

6.4. If the Buyer does not accept the Equipment or does not provide the Seller with the necessary delivery instructions at the agreed delivery time or fails to make any payment due prior to delivery, then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.4.1. Almacenar el Equipo hasta la entrega efectiva y cobrar al Comprador los costos razonables (incluido el seguro) de almacenamiento, y/o después de 28 días a partir de la fecha de entrega prevista en la aceptación del contrato rechazado por el Comprador.

7. Risk and Ownership

7.1. The risk of damage or loss of the Equipment shall pass to the Buyer upon delivery, or if the Buyer wrongfully fails to accept the delivery of the Equipment when the Seller has offered delivery.

7.2. Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, ownership of the Equipment shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the price of the Equipment and all other goods which the Seller has agreed to sell to the Buyer and for which payment is due at that time.

7.3. Until ownership of the Equipment passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Equipment, and if the Buyer fails to do so immediately, the Seller may enter any premises of the Buyer or any third party where the Equipment is stored and repossess it.

7.4. The Buyer shall not be entitled to pledge or in any way charge by way of security any of the Equipment that remains the property of the Seller, but if the Buyer does so, all amounts owed by the Buyer to the Seller (without prejudice to any other rights or remedies of the Seller) shall become immediately due and payable.

7.5. The Seller shall not be liable for any damage, costs, or other economic loss incurred by the Buyer as a result of the installation of the Seller's devices.

8. Intellectual Property

Aiguaclor intends to use proprietary information and manufacturing processes ("Proprietary Information") in the manufacturing of the Products and in the fulfillment of its other responsibilities herein. The Buyer acknowledges and agrees that, between the parties hereto, the Proprietary Information is the property of aiguaclor® and constitutes a trade secret. The Buyer shall not acquire any right to use and/or disclose the Proprietary Information by virtue of its use in the Products manufactured or sold to the Buyer herein. All designs, drawings, manuals, instructions, and texts in any format ("Written Materials") provided to the Buyer by aiguaclor® are the exclusive property of aiguaclor® or its licensors, are protected by copyright and international copyright laws, and may not be mechanically or electronically duplicated, reverse-engineered, or reproduced without the express written consent of aiguaclor®.

9. Warranties and Liability

9.1. Subject to the conditions set forth below, the Seller warrants that the Equipment will be in full working order for its intended purpose at the time of delivery and for the period specified by the Seller at the time of sale.

9.2. This warranty does not extend to damage that does not affect the functionality of the equipment.

9.3. This warranty is given by the Seller subject to the following conditions:

9.3.1. The Seller shall have no liability concerning any specification provided by the Buyer.

9.3.2. The Seller shall not be liable for any defect arising from normal wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or written), or misuse of the Equipment.

9.3.3. The Seller shall have no liability under the above warranty (or any other warranty, condition, or guarantee) if the full price of the Equipment has not been paid by the due date for payment, or if the Buyer materially breaches any of these conditions in any other way.

9.3.4. No repairs or attempted repairs shall have been made (except by the Seller or with the Seller's written consent).

9.4. The Buyer must notify the Seller of any defect that can be remedied under this warranty within 7 days after discovering the defect. If the Buyer fails to notify the Seller accordingly, the Buyer shall have no right to reject the Equipment, and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Equipment had been delivered per the Contract.

9.5. Where a valid warranty claim is made, the Equipment in question shall be returned to the Seller at the Buyer's expense and redelivered, after rectification or replacement, at the Seller's expense.

9.6. Equipment repaired under warranty shall have, concerning the repair, a one-month warranty from the date it is sent back to the Buyer.

9.7. When a valid claim is made under this warranty, the Seller shall have the right to repair the Equipment, replace the Equipment (or the part in question), or, at its sole discretion, refund the Buyer the price of the Equipment (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

9.8. Except concerning death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer for any representation (unless fraudulent), any implied warranty, condition, or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special, or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for compensation of any kind, whether caused by the negligence of the Seller, its employees or agents, or otherwise arising out of or in connection with the supply of the Equipment or its use by the Buyer, and the Seller's total liability under or in connection with the Contract shall not exceed the price of the Equipment, except as expressly provided in these Conditions.

9.9. The Seller shall not be liable to the Buyer nor be deemed to have breached the Contract for any delay in performance or any failure to perform any of the Seller's obligations concerning the Equipment if the delay or failure was due to any cause beyond the Seller's reasonable control.

9.10. Under no circumstances shall the Seller's liability for any claim arising hereunder exceed the sum of the Buyer's payments for the products in dispute.

10. Buyer Insolvency

10.1. This clause applies if:

10.1.1. The Buyer enters into a voluntary arrangement with creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (other than for the purposes of amalgamation or reconstruction); or

10.1.2. A secured creditor takes possession, or a receiver is appointed over any of the Buyer's property or assets; or

10.1.3. The Buyer ceases or threatens to cease carrying on business; or

10.1.4. The Seller reasonably apprehends that any of the above events is about to occur concerning the Buyer and notifies the Buyer accordingly.

10.2. If this clause applies, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Equipment has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Confidencialidad

12.1. The Buyer shall keep confidential all information and technical knowledge disclosed by aiguacolor®, whether orally or in writing, which is designated as proprietary and/or confidential, or which, under the circumstances surrounding disclosure, ought to be treated as proprietary and/or confidential ("Confidential Information"), provided that the Buyer may disclose Confidential Information as necessary to its employees and representatives who have been informed of these confidentiality obligations and have agreed to be bound by them. The Buyer shall use at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding its information of a similar nature, subject to a minimum standard of reasonable diligence and protection. The Buyer's confidentiality obligation hereunder shall not apply to Confidential Information which the Buyer can prove by clear and convincing evidence: (a) is or becomes publicly known through no fault of the Buyer; (b) was or becomes available to the Buyer on a non-confidential basis from a third party, provided that such third party is not, to the Buyer's knowledge, bound by a confidentiality obligation to the disclosing party; (c) was independently developed by the Buyer without reference to the Confidential Information; or (d) is required to be disclosed by law, provided that the Buyer promptly notifies aiguacolor® to afford it an opportunity to seek a protective order. This provision is in addition to, and does not limit, any other agreement between aiguacolor® and the Buyer regarding the protection or non-disclosure of Confidential Information.

12. General

13.1. The contract shall be governed by the laws of Mexico.

13.2. The provisions of these Terms and Conditions shall be deemed severable, and the invalidity or unenforceability of any one or more provisions shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No provision of this document shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing and signed by both parties. Any provision which, either expressly or by its nature, is to continue after termination hereunder due to Buyer's breach or for any other reason, shall survive and remain in full force and effect. Titles or headings are included for convenience only and are not intended to limit or define the scope or effect of any provision of these Terms and Conditions.