

Terms of Sale

Water Harvesting Solutions, Inc. (dba

"Wahaso") Effective December 1, 2018

A. DELIVERY:

1. Once Wahaso has notified Customer that the system is ready to be shipped, Customer must accept delivery within thirty (30) days or be subject to a storage fee of \$50.00 per day. Said storage charge will be due within thirty (30) days after date of invoice for storage charges.
2. Wahaso will not be liable for delays in shipment due to carrier.
3. Customer will be responsible for having job site readily accessible for Component delivery.
4. Customer will provide the equipment and personnel required to unload and place the Components.
5. Components shipped separately from the System at Customer's request may incur additional freight charges, payable by Customer.
6. All claims for incorrect shipments must be submitted in writing by Customer to Wahaso within 15 days after receipt of a Component. Customer hereby agrees that Wahaso shall not be responsible for and shall have no liability for claims made for incorrect shipments that are received by Wahaso more than 15 days after receipt of the Component(s).

B. SYSTEM OPERATION

LIMITED WARRANTY

Wahaso warrants its Water Harvesting System (the "System") and its components (the "Components") as follows:

1. Wahaso warrants that the System will be built to the specifications and design criteria as certified by a Licensed Professional Engineer, which are included in Exhibit A.
2. Wahaso warrants that the Components sold hereunder will be free from defects in material and workmanship for a period of one (1) year from start-up date specified in Section I or *90 days after the delivery of the system to the Customer site*, whichever comes first.

3. Wahaso DOES NOT WARRANT:
 - (a) any System plans, specifications, and/or design criteria that has been approved and certified by the Licensed Professional Engineer and included in Exhibit A. *(For example, the Engineer of record must specify the performance criteria for the system output. If the Engineer specifies that the system must produce 50 GPM at 60 PSI and it is later determined that the specified system did need more GPM or PSI, Wahaso is not liable for the cost of altering said system so long as the system delivered meets the approved specification);*
 - (b) the installation of the System;
 - (c) any products or components that are not manufactured by Wahaso, including but not limited to the cistern liner. Customer shall notify those manufacturers regarding their warranties.
 - (d) the Components if the defects are the result of improper use, operation or maintenance of the System. See System Maintenance document provided with system.
4. If the Components do not conform to this Limited Warranty during the warranty period (as herein above specified), Customer shall notify Wahaso in writing of the claimed defects and demonstrate to Wahaso's satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Wahaso within the warranty period, and the defects are of such type and nature as to be covered by this limited warranty, Wahaso shall, at its own expense, furnish replacement Components or, at Wahaso's option, replacement parts for the defective Components. Shipping and installation of the replacement Components or replacement parts shall be at Customer's expense.
5. The System is not designed to deliver potable water. Wahaso does not warrant against damages or defects arising out of the use of the System for potable water; arising out of any cross-connection of the System with a potable water supply; arising out of improper or abnormal use or handling of the System or the Components; against damages resulting from non-Wahaso furnished products or components; or against any damages or defects arising out of the design or engineering of the System by the Licensed Professional Engineer. This warranty also does not apply to the System or the Components upon which repairs have been affected or attempted by persons other than pursuant to written authorization by Wahaso.
6. Wahaso always recommends a sanitation step for any system where the application of the water for re-use may expose the public to the non-potable water, including surface irrigation and toilet flushing. Should the Licensed Professional Engineer decide not to include a sanitation step in the final system specifications, Wahaso does not warrant the public safety of the non-potable water. Customer indemnifies Wahaso from any legal action that may result from the application of the non-potable water due to the lack of a sanitation step.
7. Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Wahaso shall be to repair or replace the defective Components in the manner and for the period provided above; provided however, if in the sole judgment of Wahaso such repair or replacement is impractical, then Wahaso shall refund that portion of the contract price applicable to the non-conforming Component(s) to the Customer as the exclusive liability of Wahaso. Wahaso shall not have any other obligation with respect to the System, the Components or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Wahaso be liable for incidental, special, or consequential damages.

8. **Aggregate Liability.** Wahaso's liability on all claims of any kind (including death or bodily injury) whether based on contract, indemnity, warranty, tort, (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any Components or the System covered by or furnished under this Agreement or any amendment thereto shall be limited to the Customer's actual damages only, and shall in no case exceed the amount of the System Price, which is specified in Section IV that is actually paid to and received by Wahaso.
9. **Other Statements.** Wahaso's employees or representatives' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Customer, and are not a part of the contract for sale or this Limited Warranty
10. **Entire Obligation.** This Limited Warranty states the entire obligation of Wahaso with respect to the System and the Components. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.
11. **THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

C. MISCELLANEOUS:

1. State and local sales taxes are not included in these prices unless noted. Tax-exempt Customers must provide a certificate of exemption or a valid resale certificate or be subject to Illinois state taxes or local use taxes in their state.
2. System electrical components are UL listed; all tanks and plumbing components are NSF approved for potable water use. (System output is non-potable).
3. Customer grants to Wahaso, and Wahaso retains, a security interest in the above mentioned Components and System as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
4. All claims for price discrepancy must be submitted in writing to Wahaso within 60 days after receipt of the Components.
5. Customer hereby agrees that Components may not be returned to Wahaso for credit.
6. This Contract may only be amended by a written agreement that is signed by both parties.
7. The parties agree that the venue for any litigation regarding this matter shall be in a court that is located in Cook County, Illinois.
8. Invoices past 30 days will be assessed a 1.5% per month financing charge (APR of 18%) or the maximum amount allowed by appropriate law, whichever is less.
9. Customer hereby agrees that in the event of default in the payment of any amount due, and if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay an additional charge equal to the costs of collection including agency, private process servers, fees and reasonable attorney's fees, court costs incurred and any other costs of collection permitted by the laws, governing these transactions.

Wahaso - Water Harvesting Solutions, Inc.

P.O. Box 279

Hinsdale, IL 60522

These Terms of Sale supersede all previous versions.

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