

STANDARD LIMITED WARRANTY & LIABILITY AGREEMENT

Governing All Water Treatment Equipment and Installation Services

WATER FILTER DEPOT LTD CO.

This Standard Limited Warranty & Liability Agreement (“Agreement”) is issued by Water Filter Depot Ltd Co. (“Company”) and governs every water filtration, softening, or related water treatment system (“System”) installed by Company for its residential and commercial customers (“Client”). This Agreement applies automatically to each installation performed by Company and takes effect on the date of installation, as reflected on Client’s corresponding service invoice, proposal, or work order. By engaging Company to install a System and by accepting the completed installation, Client accepts and agrees to be bound by all terms of this Agreement in full, without the need for a separate signature.

1. WARRANTY COVERAGE

1.1 Company Equipment Warranty

Except as set forth in Section 1.2 below, all water treatment equipment installed by Company is covered by a one (1) year limited warranty against defects in materials and workmanship, measured from the date of installation (the “Warranty Period”). During the Warranty Period, Company will, at its sole discretion, arrange for the repair or replacement of any covered equipment determined to be defective under normal use and operating conditions.

1.2 Manufacturer Warranty — Water Softener Systems

Water softener systems installed by Company are covered separately by the original equipment manufacturer’s warranty (“Manufacturer Warranty”), and not by the Company Equipment Warranty described in Section 1.1. The length, terms, conditions, and exclusions of the Manufacturer Warranty are established and governed solely by the manufacturer and are subject to change without notice from Company. Company is not the warrantor of any softener system component and makes no independent warranty representation regarding softener equipment beyond the workmanship warranty described in Section 1.3. Upon request, Company will provide reasonable assistance to Client in initiating a claim directly with the manufacturer, but Company’s facilitation of such a claim does not create any independent warranty obligation on the part of Company.

1.3 Installation Workmanship Warranty

The workmanship associated with the installation of any System is warranted against defects for a period of one (1) year from the date of installation. This warranty covers labor required to correct any defect directly resulting from improper installation practices performed by Company or its authorized contractors.

1.4 Warranty Conditions

Warranty coverage under Sections 1.1 and 1.3 is valid only under the following conditions:

- The System must be installed in accordance with manufacturer specifications and applicable local codes;
- The System must be used solely for its intended residential or light commercial purpose;
- This warranty is non-transferable and applies only to the original installation address;

- Client must promptly report any malfunction, leak, or concern to Company within a reasonable time of discovery.

2. WARRANTY EXCLUSIONS

This warranty does not cover, and Company shall have no liability whatsoever for, any of the following:

- Normal wear and tear, or consumable components, including but not limited to filters, membranes, salt, media, UV bulbs, O-rings, and seals;
- Damage caused by improper use, misuse, neglect, or failure to perform recommended maintenance;
- Damage caused by accidents, acts of God, floods, freezing, fire, or other external forces;
- Modifications, alterations, or repairs made by any party other than an authorized representative of Company;
- Damage resulting from water supply conditions outside normal parameters, including extreme pressure fluctuations, contamination events, or chemical changes in source water;
- Pre-existing plumbing conditions, building defects, or infrastructure deficiencies not related to the installed System;
- Any consequential, incidental, indirect, punitive, or special damages of any kind.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY COMPANY WITH RESPECT TO COMPANY EQUIPMENT AND INSTALLATION WORKMANSHIP. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

3. LIMITATION OF LIABILITY & DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S TOTAL CUMULATIVE LIABILITY TO CLIENT FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY UNDER THE ASSOCIATED SERVICE AGREEMENT.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, PROPERTY DAMAGE NOT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE, OR ANY OTHER ECONOMIC LOSS OF ANY KIND, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

All installation services are performed by licensed third-party contractors. Company acts solely as a coordinator of such services and is not responsible for the independent acts, omissions, or negligence of any third-party contractor. Any claims related to installation workmanship shall be governed exclusively by the terms of Section 1.3 of this Agreement.

4. NO GUARANTEE OF OUTCOME OR SATISFACTION

Company does not warrant, represent, or guarantee any specific water quality outcome, performance result, or level of customer satisfaction. Water treatment results may vary based on source water conditions, usage patterns, household infrastructure, and maintenance compliance.

The installation of a water filtration or softening System does not constitute a guarantee that Client's water will meet any particular standard, taste preference, or health specification. Clients are encouraged to perform independent periodic water testing to verify System performance over time.

No verbal representations made by any employee, contractor, or representative of Company shall be construed as a guarantee, warranty, or promise of any specific outcome beyond what is expressly stated in this written Agreement.

5. RELEASE OF LIABILITY & WAIVER

By accepting installation services from Company, Client expressly acknowledges and agrees to the following:

- Client releases Company, its owners, officers, employees, agents, and authorized contractors from any and all claims, demands, causes of action, damages, losses, costs, and expenses of any nature arising out of or related to the installation, operation, or performance of the System, except in cases of gross negligence or willful misconduct by Company;
- Client acknowledges that any pre-existing plumbing conditions, infrastructure deficiencies, or building defects that may be disturbed, revealed, or affected during installation are not the responsibility of Company;
- Client waives any right to seek damages beyond the limitation set forth in Section 3 of this Agreement;
- Client agrees not to hold Company liable for any property damage, water damage, or personal injury caused by Client's failure to follow the System's operating instructions, maintenance requirements, or any unauthorized modification to the System;
- Client acknowledges that Company is not liable for any downstream effects, including but not limited to damage to appliances, fixtures, or plumbing, arising from water conditions or System performance after the Warranty Period expires.

6. DISPUTE RESOLUTION & GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Harris County, Texas.

Prior to initiating any legal action, Client agrees to provide Company with written notice of any claim and allow a minimum of thirty (30) days for Company to assess and respond to such claim.

7. CLIENT RESPONSIBILITIES

To maintain warranty coverage and ensure proper System performance, Client agrees to:

- Perform routine maintenance as outlined in the equipment user manual, including filter replacements at manufacturer-recommended intervals;

- Refrain from making unauthorized modifications or repairs to the System;
- Promptly report any System malfunction, leak, or concern to Company;
- Ensure the System is not subjected to water pressure, temperatures, or flow rates outside of the manufacturer’s specified operating range;
- Contact Company before attempting any self-repair, modification, or third-party service on the installed System.

8. ACCEPTANCE OF AGREEMENT

This Agreement applies automatically to every installation performed by Company; no separate signature is required for it to take effect. Client’s acceptance of the completed installation — or Client’s continued use of the System following installation — constitutes Client’s acknowledgment that Client has read, understood, and agreed to be bound by all terms of this Agreement, including the warranty limitations, liability limitations, and waivers set forth herein, and that Client has had the opportunity to seek independent legal advice prior to installation.

This document governs all installations performed by Water Filter Depot Ltd Co. and is maintained on file at waterfilterdepot.co.