

# Residential Terms of Sale



The following provisions set forth the terms and conditions on which Hans Power & Water LLC ("HANS") sells its "products".

**(1) Residential Terms of Sale:** Purchase of any products sold by HANS shall be subject to and expressly limited by the terms and conditions contained herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by HANS. The product purchaser ("Buyer" or "you") acknowledges and agrees that these terms and conditions supersede the terms and conditions of any purchase order or other documentation used by Buyer and, except for delivery and billing addresses, and quantities prices and items ordered, any conflicting or additional terms are void and have no effect, but that Buyer may place orders by use of purchase orders and other documentation for its convenience purposes only. Notwithstanding the foregoing, HANS reserves the right at any time to amend these terms and conditions, and Buyer shall be deemed to accept such amended terms and conditions by ordering products herein offered after the date of such amendment. Additional special terms and conditions of HANS may be applicable with respect to certain products.

**(2) Prices:** All pricing quotes must be documented in writing and signed by HANS to be valid. Prices quoted, unless otherwise stated, refer to single item. All prices are firm for 5 days from the date quoted. HANS reserves the right to change the prices and specifications of its products at any time without notice. Products purchased from distributors will be at the prices set by those distributors and subject to the terms and conditions of sale of the distributor.

**(3) Tax Information:** Any tax, assessment, duty, custom or other fee of any nature imposed upon the products, their sale, transportation, delivery, use or consumption shall be paid by Buyer in addition to the price quoted or invoiced. If HANS is required to prepay any such tax or fee, Buyer will reimburse HANS. Buyer must provide HANS with a resale/exemption certificate in order to avoid the withholding of applicable taxes. No refund or adjustment to previously withheld taxes will be made by HANS sixty (60) days after the invoice date. Proof of certification should be mailed to: HANS Power & Water LLC, 26700 Haggerty Rd, Farmington Hills, MI 48331.

**(4) Payment:** Payment in full is made at time of installation. Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due

date. If HANS agrees with the billing dispute, HANS will credit Buyer the amount of the agreed-upon billing dispute. All billing disputes must be made within 3 months of the applicable invoice date, or will be deemed to be waived. HANS reserves the right in its sole discretion to require prepayment from any Buyer at any time and may refuse to sell and/or withhold further shipment until all overdue balances are made current. Buyer shall be liable for, and shall reimburse HANS for all costs and expenses it may incur in connection with collection of any amounts owed to HANS or enforcement of its rights, including without limitation, reasonable attorneys' fees and expenses, court costs, and costs of collection agencies. Interest shall be payable on all outstanding late payments at a rate equal to one and a half percent (1½%) per month or eighteen percent (18%) per annum, in each case compounded annually.

**(5) Entry:** You authorize HANS and each authorized agent to: (a) enter the premises to install and service the equipment and products purchased hereunder, (b) do work on, or make changes to, your premises, if installation or service of equipment is part of this order. Your authorization permits Dealer and each Authorized Agent to enter whenever Dealer considers it necessary or convenient to accomplish the purpose of this Order. Repairs or maintenance to your plumbing system may require additional costs and whatever we considered a repair to your plumbing system will be billed as an extra expense at regular and customary rates and have no warranty. However, we reserve the right to refer you to a third party to complete repairs to your plumbing system.

**(6) Returned Goods Policy:** No item may be returned for credit or refund, they may only be exchanged pursuant to the terms of this Agreement and the warranty set forth in Section 7. All exchanges are subject to the prior authorization of HANS, in its discretion. Buyer must notify Customer Support and complete a Return Request Form. The Return Request Form requires lot numbers, quantities and catalog numbers along with a specific reason for return. Customer Support will either authorize or deny the request for return. Only items appearing on an approved Return document are acceptable for return. Product returns will only be accepted from the original purchaser. Product returns will not be accepted from third party return companies. Unauthorized returns will be destroyed and no credit issued. All authorized returned goods must be shipped freight prepaid by HANS and to their location indicated on the Return document.



## **(7) Model 2 Residential Limited Warranty:**

Any HANS™ Premium Water Appliance that is purchased or leased for consumer, residential use is subject to the Limited Warranty and other provisions contained in the HANS Power & Water, LLC Residential Terms of Sale available at <https://hanspremiumwater.com/terms-of-sale-warranty/>. When installed in accordance to HANS specifications, the following parts are warranted if parts prove to be defective in material, workmanship, or factory preparation from the date of original installation:

### **For a period of ONE YEAR**

The entire HANS™ Premium Water Appliance

### **For a period of FIVE YEARS**

Stage 3 Membranes, Pump Assembly, Motor, Motor Fan, Sensors, Solenoids, Hose Assemblies, Permeate Flush Valve Assembly, PRV Assembly, Check Valve Assembly, Manifold Valve Assembly, Internal Tank Assembly

### **For a period of TEN YEARS**

Electronic Box Assembly, Unit Base, Front and Back Panels, Cross Support, Wire Harnesses, Power Cord

- Warranty on the Stage 3 Membranes does not include damage due to freezing and or fouling due to bacteria or inlet water over system specifications.
- The Stage 1 Filter, Stage 2 Filter, and Stage 4 Mineralization Cartridge (sold separately) service life is dependent on specific water conditions and usage. Refer to the owner's manual for recommended replacement frequency.
- This warranty does not include damage to your system due to: - Alteration, abuse, misuse or neglect. - Improper maintenance of system (i.e. not replacing filters or media on time) will be considered "neglect." - Water pressure outside of specifications (see Owner's Manual). - Water temperature outside of specification (see Owner's Manual). - Influent water conditions outside of specifications (see Owner's Manual). - Power surges.
- Further, we assume no liability and extend no warranties, express or implied, for the use of this product on a non-potable water source.

## **MODIFICATIONS OF WARRANTY**

- HANS Power & Water, LLC does not authorize any other person to extend any other liability in connection with this product.
- Authorized HANS™ Premium Water dealers have no authority to make any representations on behalf of HANS Power & Water, LLC or to modify the terms of the HANS™ Premium Water warranty in any way.

## **STATE LAWS AND WARRANTIES**

- Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damage, so the above limitations or exclusions may not apply to you.
- This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- Consult approved and authorized dealer for warranty and service information.

## **RETURNED PARTS AND REPLACEMENTS**

- HANS Power & Water, LLC obligation under these warranties shall be limited to replacement (new or refurbished parts) or repair of items covered by these warranties.
- Prior to return or repair of covered items, the customer or dealer must obtain a Return Materials Authorization number.

## **REGISTRATION AND SERVICE**

- HANS™ Premium Water Appliance must be registered with water quality data upon installation in order to activate the limited warranty. Register on our website <https://hanspremiumwater.com/customer-unit-registration/>
- For installation and service, contact your HANS™ Premium Water authorized dealer.

## **MANUFACTURER WARRANTY LIMITS**

- Manufacturer makes no representations as to the suitability of this equipment for a particular application. Customer relies entirely on the dealer's recommendations in the purchase of this equipment.
- HANS™ Premium Water dealers may include, together with your HANS™ Premium Water Appliance, a product or component that is not manufactured by HANS Power & Water, LLC.
- Any non-HANS Power & Water, LLC products may be covered by the manufacturer of that product and is not covered by the HANS™ Premium Water Limited Warranty.



## **(8) General Provisions:**

**(a)** Any required notices shall be given in writing, in the case of HANS, at the address set forth below, and in the case of Buyer, at the address designated on Buyer's purchase order or to such other address as either party may substitute by written notice to the other and shall be deemed given upon personal delivery, overnight delivery or three days following deposit in the mail.

**(b)** Except as expressly provided herein, no changes or modifications to, or waiver of, any of these terms and conditions shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. HANS's failure or delay to exercise or enforce any of its rights hereunder shall not constitute or be deemed to be a waiver of such rights or forfeiture of such rights, and HANS may, at its option, from time to time, exercise any of its rights or remedies.

**(c)** These Terms bind Buyer and its successors and permitted assigns.

**(d)** HANS will use its reasonable efforts to fill orders, but HANS shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, infringement claims, or other causes beyond its reasonable control. Buyer agrees that in such events HANS may allocate products among all purchasers as it deems reasonable, without liability. HANS reserves the right from time to time to substitute a product with a product that has the same function as such product, or to delete a product.

**(e)** The products are sold subject to Michigan law. These terms and any dispute or claim arising out of or relating to these terms or the sale of products ("Claim") shall be governed by and construed under Michigan law, notwithstanding its law of conflicts of law. If any Claim cannot be settled amicably between the parties, such Claim shall be tried by a court and not a jury, sitting in Oakland County, Michigan or the federal Eastern District of Michigan. Buyer expressly and unconditionally waives its rights to a jury trial in any such Claim.

**(f)** HANS shall promptly deliver written notice or verbal, followed by written, notice of any recall of any product. Should the recall require products be removed from the market, HANS shall, to the extent reasonably possible and at HANS's option, replace any such recalled products as soon as practicable with comparable products not subject to such recall or repair any such recalled products and return them to Buyer.

**(g)** Buyer may not change, adulterate, obscure, remove or deface trademarks, tradenames or labels appearing on any product of HANS.

**(k)** Buyer will comply with all federal, state and local laws, regulations and ordinances applicable to its business and activities and will indemnify HANS for any and all claims, damages, penalties, assessments and liabilities imposed on HANS relating to or resulting from Buyer's failure to comply with such applicable laws, regulations and ordinances.

**(9) Shipping:** Freight charges on initial purchases will be prepaid when orders are shipped via a transportation mode and carrier selected by HANS. When expedited delivery, specialized service, or alternate transportation modes are requested, or if requests are inconsistent with efficient distribution practices, an additional charge to cover the premium expense will be added to the invoice.

**(10) Damage or Loss in Transit:** Identity of items and extent of damage or loss must be noted on Buyer's copy of the delivery document by the agent of the transportation company. If damage is discovered after receipt of shipment, notify the transportation company immediately and request that inspection be made and an inspection report rendered. Buyer must report concealed shortages or damages within palletized shipments to HANS Customer Support within 3 business days of delivery or credit will not be allowed. In addition, Buyer must provide HANS with a copy of Buyer's claim request accompanied by a delivery receipt or an inspection report upon which the transportation company has properly noted such damage or loss, and HANS will issue a credit for the loss or damage and file a claim with the carrier. If such information is not received within ten (10) days of delivery, no credit will be issued. Send copy of carrier freight bill to Customer Support indicating item and quantity damaged or not received. Damaged merchandise should not be accepted.