

TERMS & CONDITIONS, WARRANTIES AND EXCLUSIONS

Discount Water Supply Inc., a Florida corporation, hereinafter referred to as DWS, is in the residential and commercial potable water treatment equipment business. Every system, device, part and service is intended only for the stated purpose. Any other use or attempted use constitutes misuse and DWS will disclaim any liability.

1. **Good Faith** is our way of doing business. We will always operate in good faith and observe the ethical standards as published by the [FWQA](#).
2. **Payment in full** is required at the time of purchase.
3. **Past due amounts** will accrue additional costs. Returned check charge is \$35, or higher as permitted by law. We prosecute bad checks to the full extent of the law. Overdue balances accrue interest at the rate of 25% annually, or higher as permitted by law, compounded monthly. Customer may be liable for court costs, attorneys' fees, collection costs and other fees as permitted by law.
4. **Return Policy** All sales are final. Returns for exchange or store credit only if the part has not been used, subject to a Return Authorization prior to acceptance. Unauthorized returns will not be accepted.
5. **In-Shop repairs** warranty is at the discretion of DWS at the time of sale.
6. **Abandoned equipment** Any item left over 30 days is considered abandoned and becomes property of DWS.
7. **Scheduled maintenance** means we replenish salt and other chemicals, perform maintenance checks according to our checklist and manufacturers recommendations, if any. Scheduled maintenance is not an appointment. The program is designed to provide flexibility in scheduling and is subject to change at any time. Monthly service means we visit one time per month. Bi-monthly service means one visit every two months. The end user is responsible to monitor your system between our visits. If you request, we will leave an extra chlorine jug for you to add to your system. Jug deposit charge is \$7.50, so please leave the extra jug for us to retrieve. Please contact us if there any access issues such as gates, dogs, etc. Late fees apply to payments received after due date. Past due accounts are subject to discontinuation of service and referral to collection proceedings, including a mechanics lien against your property. Scheduled maintenance plans may be cancelled by either party at any time.
8. **Mechanics lien** as per [Florida Statute 713](#) will be filed against your home in the event you are past due for service performed or goods installed at your home or property. There are substantial fees associated with such liens. A mechanics lien can result in foreclosure.
9. **Specifically excluded from warranty** obligations are the use or attempted use of any system, device, part or service for irrigation, sprinklers, ponds, car washes, pressure cleaners, animals, fountains, laboratories, medical devices and applications, aquaculture, agriculture, aquariums,

water features or swimming pools. Omissions in this document of any other possible misuse will not create or cause any liabilities by DWS.

10. **Manufacturer's warranties** are issued by the manufacturer. Claims are decided by the manufacturer. DWS will provide the end user with a copy of the warranty at the time of purchase or upon request. DWS will attempt in good faith to remedy any problem within the warranty period in the most expedient and fair manner. Any repairs or modifications performed by an outside party may void the manufacturer's warranty and may void any DWS warranty and liability obligation. Manufacturers' warranties do not cover labor charges of any kind. Customer may be liable for customary labor charges on warranted equipment.
11. **Labor warranty** on new treatment system installation is 90 days and is limited to materials and workmanship. Repair warranty is 30 days and is limited to materials and workmanship. A repair includes replacement components. Damage to any landscaping, grounds, structures, utilities, crops, driveways, sidewalks, or other personal property during site visits for services is excluded from all liability obligations by DWS. Customer will be liable for any work requested that is not a direct result of this labor warranty.
12. **Altering or moving** of any system or device from its original installed location will void all warranty and liability obligations by DWS, unless DWS is contracted to perform the service.
13. **Changes in the quality or quantity of source water** or any other outside conditions that result in an adverse effect on any system, device, part or service provided by DWS are specifically excluded from any liability and warranty obligations by DWS. Changes in source water may cause a need for additional treatment equipment.
14. **Destructive events.** Any act of man, nature, weather, natural disaster, terrorists, acts of war, civil unrest, criminal activity, vandalism, floods, fires, earthquakes, volcanoes, hurricanes, insects, pestilence, acts of the Gods, or any other event, known or mysterious, that is beyond the control of DWS and that results in, or is suspected to result in any adverse effect on any system, device, part, or service provided by DWS is excluded from any liability and warranty obligations of any kind.
15. **Delays** in delivery of systems, parts, devices and supplies beyond the control of DWS and any resulting inconveniences or damages are excluded from any liability obligation of DWS.
16. **Unavailability** of any system, part, device or supplies beyond the control of DWS and any resulting inconveniences or damages are excluded from any liability obligation of DWS.
17. **Changes in the quality or quantity of source water** or any other outside conditions that result in an adverse effect on any system, device, part or service provided by DWS are specifically excluded from any liability and warranty obligations by DWS. Changes in source water may cause a need for additional treatment equipment.
18. **Ground movement.** It is the customers' responsibility to provide a suitable site for installation. Erosion, shifting, settling, sinkholes, subsidence or any other movement of ground under, near, around or adjacent to any installed system, tank, pump or other device that results in shifting,

settling, moving or other adverse effect on such equipment is specifically excluded from any liability and warranty obligations of DWS.

19. **Electrical disruptions**, failures, surges or any other malfunctions that result in adverse effects on any system, device, part or service provided by DWS are considered to be an uncontrollable event and are excluded from any liability and warranty obligations of DWS.
20. **Incidental and consequential damage**. DWS disclaims any liability for any incidental or consequential damages or expenses or inconveniences of any kind under any circumstances, unless a competent court finds otherwise. The final responsibility for operation and maintenance of a water treatment, supply, conditioning and or pumping system rests with the owner and end users.
21. **Refusal of service** DWS reserves the right to refuse service to anyone
22. **Non-discrimination** Notwithstanding paragraph 20, DWS does not discriminate against anyone based on race, gender or lack of it, color, creed, religion, national origin, disabilities or sexual orientation.
23. **Suitability for human consumption**. Operation and maintenance of the treatment system is ultimately the responsibility of the owner and / or end user. Only an EPA certified laboratory can determine if any particular water sample is safe for human consumption. DWS does not guarantee or warranty any particular water to be suitable or safe for human consumption. Warranties are limited to equipment and services to equipment. If the water is suspect, contact an EPA certified laboratory for analyses.
24. **Final Authority** This document is the final authority regarding terms and conditions from DWS. No other warranties or promises whether written or verbal from any employee or representative of DWS can override or alter this document in any way, shape or form.
25. **This document is subject to change without notice**. For the latest version, visit our website www.discountwatersupply.com/terms.html.