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## Terms & Conditions

### Changes to Terms:

Knockout Water Delivery may revise or update these Terms & Conditions at any time. Updated versions will be posted at <https://knockoutwaterdelivery.com/terms-%26-conditions-1> with a “Last Updated” date. Continued use of Knockout services, including acceptance of estimates or invoices, constitutes acceptance of the updated Terms.

**Last Updated:** Jan 1, 2026

### 1. Acceptance of Terms

By accessing or using <https://knockoutwaterdelivery.com> or placing an order, you (“Customer”) acknowledge that you have read, understood, and agree to these Terms & Conditions (“T&C”). If you do not agree, you may not use our services.

Placing an order constitutes acceptance.

### 2. Incorporation & Order of Precedence

These T&C are incorporated by reference into every estimate, invoice, or delivery. Any conflicting or additional terms proposed by the Customer are expressly rejected unless agreed to in writing by Knockout.

### 3. No Representations or Warranties

EXCEPT AS EXPRESSLY STATED HEREIN, KNOCKOUT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR COMPLIANCE WITH CUSTOMER-SPECIFIED USES.

#### 3.1 No Professional or Advisory Services

Knockout Water Delivery does not provide engineering, plumbing, hydrogeological, environmental, regulatory, safety, compliance, consulting, or professional advisory services of any kind.

Any statements, recommendations, or communications made by Knockout employees, drivers, or contractors are informational only and shall not be construed as professional opinions, expert advice, or technical guidance.

Customer acknowledges that all decisions regarding water usage, system design, filtration, treatment, storage, discharge, and end-use are made solely by Customer at Customer’s own risk.

Customer agrees that Knockout shall not be liable for any losses arising from Customer’s reliance on informal statements or communications.

### 4. Source and Handling of Water

Knockout transports clean water sourced from a public water system approved by the

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Tennessee Department of Environment and Conservation (TDEC). Water is delivered using sanitary, dedicated NSF/ANSI 61 tanks. Responsibility terminates upon discharge. Knockout disclaims any liability for contamination or damage occurring after water leaves our equipment. Knockout does not represent, warrant, or guarantee that water delivered is potable, drinkable, or suitable for human consumption at the point of discharge or use, and expressly disclaims all assurances regarding microbiological quality, chemical balance, treatment, or fitness for consumption beyond Knockout's point of discharge and control.

#### **4.1 Discharge and Environmental Responsibility**

All water discharge locations, methods, volumes, and destinations are designated solely by Customer.

Responsibility for environmental compliance, site conditions, drainage, erosion, septic systems, holding tanks, wells, waterways, stormwater systems, and regulatory approvals rests exclusively with Customer.

Knockout disclaims all liability for environmental damage, flooding, property damage, soil displacement, septic failure, structural damage, or regulatory violations arising from water discharge after release from Knockout equipment.

Customer assumes all risk and indemnifies Knockout for any environmental, municipal, civil, or regulatory claims arising from water delivery or discharge.

Customer acknowledges that Knockout has no duty to warn, advise, inspect, remediate, or correct environmental, structural, or regulatory risks at the property.

### **5. Customer Equipment, Safety & High-Risk Uses**

#### **5.1 Customer Equipment**

Customer acknowledges Knockout does not own, control, or certify any storage tanks, piping, plumbing, pools, hot tubs, or other systems receiving water ("Customer Equipment").

#### **5.2 NSF/ANSI 61 Certification**

Customer is solely responsible for ensuring Customer Equipment is compliant with NSF/ANSI 61 and all applicable laws.

#### **5.3 Non-NSF / Non-Potable Use**

If clean water is delivered to non-NSF/ANSI 61 equipment, pools, hot tubs, or other non-potable applications, Customer assumes all risk. Knockout has no liability for contamination, illness, property damage, or regulatory issues arising from such use.

#### **5.4 Pools & Hot Tub – HIGH-RISK ACKNOWLEDGMENT**

Customer acknowledges full responsibility for all risks and indemnifies Knockout for water delivered to pools, hot tubs, or recreational systems.

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### **5.5 Customer Safety; Assumption of Risk**

Customer acknowledges that Knockout is not responsible for injury, death, or property damage arising from delivery, including, without limitation:

- Climbing, entering, or tampering with water tanks, storage systems, or equipment
- Bursts, leaks, overflows, or flooding caused by Customer Equipment
- Slips, trips, falls, or hazards caused by hoses, wet surfaces, or delivery vehicles
- Unmonitored, unsupervised, or hazardous areas
- Electrical hazards, unstable structures, or confined spaces
- Damage to landscaping, gardens, or property
- Injury, death, or damage involving third parties, guests, tenants, or pets
- Natural disasters or emergencies occurring during or after delivery

Customer assumes all risk for persons or property on or near the delivery site and indemnifies and holds harmless Knockout from all claims, damages, or losses arising from injury, death, or property damage, regardless of negligence or other fault of Knockout.

### **5.6 Water Delivery Into Wells – CUSTOMER-DIRECTED HIGH-RISK USE**

Customer acknowledges that delivery of water directly into a well, well casing, or well system is performed solely at the Customer's express request and direction. Knockout makes no representations regarding well integrity, capacity, hydrogeological conditions, structural stability, or suitability for water injection.

Customer expressly acknowledges and agrees that:

- (a) Knockout is not responsible for collapse, cracking, sediment displacement, casing failure, pump damage, contamination, reduced yield, or permanent well impairment;
- (b) Knockout strongly recommends that Customer consult a licensed and certified well professional prior to ordering water for any well; and
- (c) Customer assumes all risks and releases and indemnifies Knockout from any and all claims arising from water delivery into a well.

### **5.7 Filtration and Treatment Advisory (No Warranty)**

Customer acknowledges that Knockout does not design, install, or maintain filtration or treatment systems. Knockout recommends, but does not require or warrant, that properties utilizing wells and/or holding tanks implement appropriate filtration and disinfection systems, including but not limited to sediment filtration and bacteriological treatment, between (i) wells and holding tanks and (ii) holding tanks and points of use. Customer assumes full responsibility for water quality beyond Knockout's point of discharge.

### **5.8 Safety Advisory**

Customer acknowledges that Knockout strongly recommends appropriate filtration and disinfection systems for properties utilizing wells and/or holding tanks, including:

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- (i) sediment and bacteria filtration between wells and holding tanks, and
  - (ii) filtration between holding tanks and points of use.

Implementation of such systems is solely the Customer's responsibility. Knockout provides this recommendation for informational purposes only and makes no warranty regarding water quality or safety.

### **5.9 Customer Insurance Requirement**

Customer represents and warrants that it maintains, at its own expense, adequate insurance coverage for the property, structures, equipment, and operations associated with any water delivery or related services provided by Knockout, including but not limited to property insurance and general liability insurance.

Customer acknowledges and agrees that Knockout does not provide insurance coverage for Customer property, equipment, or operations and that any losses, damages, injuries, or claims arising from or related to the delivery of water shall be covered by Customer's insurance policies.

Customer's failure to maintain such insurance shall not limit Customer's liability or obligations under these Terms & Conditions and shall not create any duty or liability on the part of Knockout.

### **5.10 Knockout Water Delivery Insurance Disclaimer**

Knockout maintains commercial insurance coverage as required by applicable law for its own operations. Such insurance is maintained solely for Knockout's benefit and protection and does not provide coverage for Customer, Customer property, Customer equipment, or any third party. Customer acknowledges and agrees that Knockout's insurance does not replace or reduce Customer's obligation to maintain independent insurance coverage and does not create any rights, benefits, or third-party beneficiary status in favor of Customer.

### **5.11 No Assumption of Duty**

Knockout retains sole discretion to refuse service if conditions appear unsafe; however, failure to refuse service shall not constitute negligence, breach of duty, or assumption of responsibility for site safety.

Customer remains solely responsible for evaluating site conditions and risks.

## **6. Payment Terms**

Payment is due in U.S. currency via credit card (3.5%) or ACH/EFT (1%) upon invoice. Charges may include, but are not limited to:

- Per-load delivery fees
- \$50 well-location fee

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- \$200 or 20% cancellation fee
  - \$50 reconnection fee
  - After-hours fees: \$150 (6–9:59 PM), \$200 (10 PM–7:59 AM)
  - \$150 holiday fee
  - \$200 return load fee
  - \$175 hourly on-site rate
  - \$50 cold-weather fee ( $\leq 32^{\circ}\text{F}$ )
  - Mileage up to \$3.75 per loaded mile
  - Late fees: 10% after 7 days, recurring every 30 days  
Customer is responsible for collection costs, including attorneys' fees.

### **6.1 Billing Information Requirement**

Customer must provide a valid billing address, accurate payment information, and ensure account information is current. Customer acknowledges that failure to provide accurate billing information may result in delayed or rejected transactions and is solely responsible for any resulting fees or penalties.

### **6.2 Payment Memo Requirement**

For all payments made via EFT, check, or direct deposit, Customer must include the applicable invoice number in the payment memo or reference field to ensure proper posting. Failure to reference the invoice number may result in allocation disputes, for which Knockout assumes no liability.

## **7. Authorization for Payment**

By ordering, Customer authorizes Knockout to charge or withdraw funds for invoices and related authorized transactions. This constitutes a legally binding electronic signature.

### **7.1 Standing Authorization for Services**

Authorization granted by Customer applies to all deliveries triggered by estimate acceptance, standing instructions, or automated device thresholds, without further confirmation, unless Knockout agrees otherwise in writing.

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## **7.2 Device-Triggered Delivery Acknowledgment**

Customer acknowledges that if enrolled in automatic deliveries via a water monitoring device, Knockout will not seek separate delivery approval. Customer receives notification via email and/or SMS from the device and is solely responsible for contacting Knockout at (865) 214-7053 to delay or cancel any delivery. Customer must notify Knockout within thirty (30) minutes of receiving device alerts to modify delivery, provided the delivery truck is not already en route. Customer acknowledges that device performance and notification timing are beyond Knockout's control.

## **8. Cancellation**

Customer may cancel within 30 minutes of order placement without penalty. Later cancellations incur fees. Holiday cancellations require written confirmation.

### **8.1 After-Hours and Holiday Orders – Non-Refundable Cancellation**

Any order placed during after-hours periods, including but not limited to evenings, overnight hours, weekends, or holidays, shall be deemed immediately committed and non-refundable. If an after-hours or holiday order is cancelled at any time for any reason, Customer shall be charged the full amount of the order, including all applicable after-hours fees, holiday fees, mileage, and service charges, regardless of whether delivery has commenced.

## **9. Delivery Timing & Force Majeure**

Knockout is not liable for delays due to weather, acts of God, labor/equipment shortages, or circumstances beyond its control.

### **9.1 Safety Discretion**

Knockout retains sole discretion to refuse or suspend service if conditions appear unsafe or non-compliant. Failure to refuse service shall not constitute negligence, waiver, or assumption of duty.

## **10. Customer Responsibilities**

Customer must maintain accurate account information and act as the sole point of contact for the property. For deliveries inside structures, a Release of Liability must be executed prior to delivery.

### **10.1 Authorization to Access Property and Payment Responsibility**

#### **Authorized Signatory**

Customer represents and warrants that the person placing the order ("Authorized Signatory") has full authority to request water deliveries, grant Knockout Water Delivery personnel access to the property, and bind the property owner, manager, or entity to all payment obligations arising from the order.

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### **Responsibility for Orders**

The Authorized Signatory acknowledges and agrees that they, and the property/entity they represent, are fully responsible for all invoices, fees, and charges generated by any order they place, including any subsequent deliveries triggered by device-based monitoring, standing instructions, or estimate acceptance.

### **Third-Party Contractors**

If an order is placed by a contractor, property manager, or other third party on behalf of the property, the Authorized Signatory confirms they have authority to act on behalf of the property owner or managing entity. Knockout shall have no liability for any unauthorized orders or disputes between contractors, managers, or owners.

### **Indemnification**

Customer agrees to indemnify, defend, and hold harmless Knockout Water Delivery, its affiliates, agents, and employees from any claims, damages, or losses arising from unauthorized access, unauthorized orders, or failure to provide proper authorization.

### **10.2 Authority to Order; Agency Representations**

Customer represents and warrants that any person placing an order, requesting delivery, accepting an estimate, or providing delivery instructions on Customer's behalf has full legal authority to bind Customer to these Terms & Conditions and to authorize Knockout Water Delivery to access the subject property and perform services.

Customer acknowledges and agrees that Knockout has no duty to verify ownership, tenancy, agency, or authorization status of any person placing an order.

If any person ordering services lacks proper authority, the individual placing the order shall be personally and jointly liable with Customer for all charges, fees, damages, losses, and claims arising from the delivery.

Customer assumes all responsibility for disputes between owners, tenants, contractors, property managers, or third parties regarding authorization or consent.

### **10.3 Customer Insurance**

Customer represents and warrants that adequate property, liability, and casualty insurance is maintained covering the delivery site and all associated risks.

Customer acknowledges that Knockout does not provide insurance coverage for Customer property, systems, or losses.

Failure to maintain insurance shall not impose liability on Knockout.

## **11. Estimates**

Acceptance of estimates incorporates all T&C provisions. By accepting the estimate, Customer authorizes Knockout Water Delivery to charge the card (3.5%) or ACH (1%) for the final invoice.

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The Customer's acceptance is a binding electronic signature and incorporates by reference the Terms & Conditions at [knockoutwaterdelivery.com](https://knockoutwaterdelivery.com).

## **12. Intellectual Property Rights**

### **12.1 Ownership**

All intellectual property, proprietary content, and materials provided, created, or maintained by Knockout Water Delivery, including but not limited to text, graphics, logos, trademarks, service marks, designs, images, software, databases, emails, invoices, estimates, reports, delivery schedules, releases, device-related content, and all other content or materials (collectively, "IP"), are and shall remain the sole and exclusive property of Knockout Water Delivery or its licensors.

### **12.2 License and Use Restrictions**

Customer is granted a limited, non-transferable, non-exclusive right to access and use IP solely for purposes of receiving services from Knockout. Customer shall not, without Knockout's prior written consent:

- (a) Copy, reproduce, distribute, transmit, display, publicly perform, adapt, modify, or create derivative works of any IP;
- (b) Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying structure of software, applications, or device-related IP;
- (c) Use IP in any manner that competes with Knockout or could harm Knockout's business, reputation, or goodwill;
- (d) Share or disclose any IP to third parties not expressly authorized by Knockout.

### **12.3 Enforcement**

Customer acknowledges that any unauthorized use of IP may cause irreparable harm to Knockout and that Knockout shall be entitled, in addition to any other remedies available at law or in equity, to seek:

- (a) Injunctive relief to prevent any actual or threatened infringement or unauthorized use;
- (b) Recovery of damages, including but not limited to actual damages, lost profits, and attorney fees;
- (c) All other remedies available under applicable federal and Tennessee state law.

### **12.4 Device and Service Materials**

All materials related to water monitoring devices, including manuals, dashboards, alerts, notifications, software, or technical documentation, remain the exclusive property of Knockout and/or the device manufacturer as applicable. Customer shall not copy, distribute, modify, or reverse engineer such materials.

#### **12.4.1 Device Manufacturer Disclaimer**

Customer acknowledges that Knockout is an authorized reseller and installer only and is not the manufacturer of the water monitoring device. Knockout makes no warranties, guarantees, or

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representations regarding the performance, reliability, or accuracy of the device, which remains the sole responsibility of the manufacturer.

### **12.5 Confidentiality of Business Communications**

All communications, invoices, estimates, reports, delivery data, and other proprietary documentation provided by Knockout are confidential and constitute IP. Customer shall not disclose such materials to third parties without Knockout's express written consent, except as may be required by law.

### **12.6 Survival**

The provisions of this Section 12 shall survive termination or expiration of services or agreements between Customer and Knockout and remain binding in perpetuity.

### **13. Confidentiality**

Customer information remains confidential except as necessary to perform services or comply with law. Customer shall not disclose any information regarding Knockout's operations, pricing, delivery schedules, device data, or proprietary methods without prior written consent, except as required by law.

### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KNOCKOUT IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, REVENUE, OR REPUTATION. Total liability for any claim, whether in contract, tort, or otherwise, is strictly limited to amounts paid for the specific order giving rise to the claim.

### **15. Limitation of Actions**

Any claims or actions must be filed within twelve (12) months from the date the claim arises. Failure to file within this period constitutes a complete waiver of rights.

### **16. Governing Law & Venue**

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee. Exclusive venue for any action arising under or related to these Terms shall be in the courts of Sevier County, Tennessee, or the United States District Court for the Eastern District of Tennessee.

### **17. Waiver of Jury Trial**

To the fullest extent permitted by law, each party irrevocably waives any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to these Terms & Conditions or services provided by Knockout.

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## **18. No Waiver; Severability; Binding Effect**

Failure by Knockout to enforce any provision shall not constitute a waiver of rights. Any provision found invalid or unenforceable shall not affect the enforceability of remaining provisions. These Terms bind Customer, its successors, assigns, and authorized agents.

### **18.1 No Oral Modifications or Reliance**

No oral statements, estimates, representations, assurances, or communications by any employee, contractor, or agent of Knockout shall modify, amend, waive, or supersede these Terms. Customer relies solely on the written terms contained herein and incorporated documents.

### **18.2 Waiver of Subrogation**

To the fullest extent permitted by law, Customer waives any right of recovery against Knockout Water Delivery, its members, managers, employees, contractors, and agents for losses or damages covered by Customer's insurance. Customer agrees that all applicable insurance policies shall include a waiver of subrogation in favor of Knockout. Customer's failure to obtain such waiver shall not increase Knockout's liability.

## **19. Returns & Refunds**

All sales are final. No returns, refunds, or exchanges shall be allowed under any circumstances.

## **20. SMS Terms**

By providing a phone number, Customer consents to receive SMS communications from Knockout. Standard messaging and data rates may apply. Reply STOP to opt out.

## **21. Website Disclaimer**

All content on <https://knockoutwaterdelivery.com> is provided "as-is" without warranties, express or implied. Use of website content is at Customer's own risk. Knockout is not responsible for errors, omissions, or interruptions.

## **22. Commercial / Hospitality Addendum (Cabins, Rentals, Hotels)**

### **22.1 Scope**

Applies to properties managed for lodging, vacation rentals, hotels, motels, or similar operations.

### **22.2 Customer Responsibility**

Customer confirms authority to accept T&C, ensures water delivery sites and systems are NSF/ANSI 61 compliant, and informs guests/tenants of all risks. Pools, hot tubs, or recreational features must comply with Section 5.

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### **22.3 Indemnification**

Customer indemnifies and holds harmless Knockout from all claims, damages, or costs arising from guest or tenant use, non-compliance, or high-risk applications.

### **22.4 Acknowledgment**

By ordering for Hospitality Properties, Customer confirms all delivery instructions are authorized. Knockout assumes no liability for end-use by guests, tenants, or occupants.

### **23. Intellectual Property**

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### **24. Exclusive Use of Knockout Water; Third-Party Water Disclaimer**

#### **24.1 Exclusive Water Hauling Authorization**

Customer expressly agrees that for any property serviced by Knockout, only Knockout Water Delivery shall be used for all hauled or transported water deliveries during the term of any active service relationship, standing order, estimate acceptance, or device-based monitoring arrangement.

#### **24.2 Third-Party Water Deliveries; Full Release**

If Customer permits, authorizes, or receives water deliveries from third parties, Customer fully and irrevocably releases Knockout from all claims, damages, losses, liabilities, illnesses, contamination events, regulatory actions, equipment failures, or property damage, whether known or unknown, arising directly or indirectly from third-party water deliveries.

#### **24.3 Unknown Sources and Non-Compliant Equipment**

Customer acknowledges that third-party haulers may be unlicensed, uninsured, use non-NSF/ANSI 61 equipment, or source water from undisclosed locations. Knockout has no duty to investigate, warn, or remediate risks associated with third-party water.

#### **24.4 Material Breach**

Violation of this Section constitutes a material breach, potentially resulting in immediate refusal of service without liability to Knockout.

### **25. Authority, Access, Site Conditions, and Extraordinary Uses**

#### **25.1 Authority to Grant Access; No Duty to Verify**

Customer represents and warrants legal ownership or authorization to grant Knockout access to the property for water delivery. This includes entry by vehicles, placement of hoses/equipment, and service performance. Customer assumes responsibility for obtaining all permissions,

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easements, consents, or approvals. Knockout relies on Customer representations and is indemnified from claims arising from lack of authority or unauthorized access.

### **25.2 Right of Entry; Property Access and Incidental Damage**

Customer grants temporary right of entry for delivery purposes. Customer waives claims for incidental damage to landscaping, pavement, soil, vegetation, fencing, gates, structures, or other property from normal delivery operations, unless caused by gross negligence or intentional misconduct.

### **25.3 Load-Bearing Capacity; Infrastructure Disclaimer**

Customer is solely responsible for ensuring all surfaces, structures, utilities, and systems can support Knockout vehicles and equipment. Knockout has no duty to inspect or verify and is not liable for structural failure, subsurface damage, collapse, or impairment.

### **25.4 Environmental Responsibility After Discharge**

Customer assumes full responsibility for environmental compliance, containment, monitoring, reporting, and regulatory obligations after water discharge. Customer releases and indemnifies Knockout from fines, penalties, remediation costs, regulatory actions, contamination events, or claims arising from Customer's handling of water post-delivery.

### **25.5 No Bailment; No Custody of Customer Property**

No bailment or custodial relationship exists. Customer property remains under Customer's exclusive control and risk.

### **25.6 Extraordinary, Emergency, or Non-Standard Uses**

Water may be delivered for extraordinary or non-standard applications, including industrial systems, infrastructure assets, emergency operations, transportation equipment, vessels, tanks, or unconventional uses. All deliveries are at Customer's direction and risk. Knockout disclaims liability for suitability, safety, or regulatory compliance.

### **25.7 No Professional Services; No Advisory Role**

Knockout provides logistical delivery services only. Customer assumes responsibility for all technical, regulatory, and operational decisions.

### **25.8 Subcontracting and Independent Contractors**

Knockout may use subcontractors, leased vehicles, independent drivers, or third-party service providers. No agency, partnership, or joint venture is created. Customer remains bound regardless of subcontracted performance.

### **25.9 Government Action and Regulatory Events**

Knockout is not liable for delays, suspensions, or refusals of service due to government orders,

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regulatory restrictions, emergency declarations, public water system shutdowns, or legal compliance obligations.

#### **25.10 Entire Agreement**

These Terms & Conditions constitute the entire agreement between the parties regarding services and supersede all prior or contemporaneous communications, representations, understandings, or agreements.

#### **25.11 Contractor and Third-Party Orders**

Contractors, agents, property managers, or third parties ordering services act as principals and not as agents of Knockout. Customer is solely responsible for payment and compliance and indemnifies Knockout for disputes with downstream parties.

#### **25.12 Insurance Acknowledgment**

Customer acknowledges Knockout does not carry insurance for Customer property, systems, equipment, or end-use risks. Customer is solely responsible for maintaining appropriate insurance.

#### **25.13 Survival of Indemnities and Risk Allocation**

All releases, waivers, indemnities, limitations of liability, and risk allocation provisions survive termination, cancellation, or completion of services and remain binding in perpetuity.

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