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Blue Spot Water - Terms and Conditions

Definitions

- 1. "Purifiers" refers to Reverse Osmosis systems, whole house systems, borehole systems, inline systems, or any other water filtration or cleaning systems.
- 2. "BSW" refers to Blue Spot Water.
- 3. "Damages" refers to any destruction, in any form, of purifiers, pipes, taps, or any other structure related to the work performed by BSW.

Applications

- 4. These terms and conditions apply to all contracts for services, repairs, installations, and delivery of purifiers.
- 5. I authorize BSW to perform work on my purifier and to replace parts and fittings as deemed necessary by BSW to repair and maintain my purifier in working order.
- I confirm and agree that BSW may require a deposit payment before commencing work or delivering purifiers, filters, or parts.

Deliveries

- A 70% upfront payment is required for any order exceeding R3,000.00 (three thousand Rand).
- 8. Additional costs for courier/delivery services will apply, depending on the package's destination.
- BSW is not liable for damages to goods during transportation or while in the possession of a third-party service provider.



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Price

- 10. All quoted prices are valid for **7 days** from the date of issue.
- 11. Prices for installation, repairs, and services may vary depending on the area, equipment, fittings required, and replacement parts used.

Payment Terms

- 12. Only cash, debit cards, credit cards, or EFT payments are accepted unless prior written consent is given by BSW for any other form of payment.
- 13.70% of the quoted amount is required before installation commences, with the full outstanding balance due on the day of installation, service, or delivery.

Service Terms

- 14. BSW is not liable for any damages to equipment or structures not forming part of the purifying system, including but not limited to: (1) plumbing features; (2) pipes; (3) cupboards; or (4) any other installations.
- 15. BSW is not liable for any damages caused by water pressure spikes unless a water pressure regulator was installed with the purifier by BSW.

Additional Work

- 16. No additional work will be done without the customer's consent.
- 17. If BSW is unable to contact the client, only the pre-agreed work will be performed.

 Additional charges will apply for subsequent visits to complete further work.



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Guarantee

- 18. The purifying unit installed is guaranteed for 1 year (365 days) from installation.
- 19. The guarantee will be void if the client alters or removes any original parts before the expiry of the 1-year guarantee period.
- 20. I agree that the guarantee will automatically lapse if a third party performs work on the Purifying unit without BSW's prior written consent.

Limitation of BSW Liability

- 21. Except as provided by law, or as stated in BSW's guarantee under Clause 18 above:
 - a. If any work performed by BSW is defective due to faulty part(s) or workmanship, BSW undertakes to remedy such defects by adjusting, repairing, or replacing the defective part(s) and/or rectifying the defective workmanship. This undertaking does not apply to goods or parts:
 - i. Supplied by me to BSW; or
 - ii. That have become defective due to fair wear and tear; or
 - iii. That have been misused or abused; or
 - iv. That have been used contrary to the original manufacturer's specifications or instructions.



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b. BSW's liability will:

- i. Be limited to BSW being informed as soon as reasonably possible for the remedying of defective or unsatisfactory repair(s) and/or the adjusting, repairing, or replacing of defective part(s); and
- ii. Lapse forthwith, unless I inform BSW of the issues (whether related to the work performed by BSW or not) within **10 (ten) working days** from the date of installation, service, or work performed on Purifiers.
- c. Save for the aforesaid, BSW makes no other representations unless expressly given in writing and signed by BSW.

Disputes and Jurisdiction

- 22. In the event of any dispute regarding or related to any work undertaken by BSW on Purifiers, including claims for damages or otherwise, I agree to first attempt to resolve the dispute through mediation by a third party mutually approved by both parties. Failing amicable resolution, such dispute shall be referred to any court having jurisdiction over the matter.
- 23. Notwithstanding the above, should I fail to pay any amount due to BSW, BSW may institute legal action against me for the recovery thereof. All legal costs and related expenses, as between attorney and client, shall be for my account.



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Service Address

- 24. I nominate the physical address reflected on the face of this document as my chosen domicilium citandi et executandi where I will accept service of all notices and legal process. Notice and process shall be given by prepaid registered post or hand delivery to my nominated domicilium.
- 25. Written notice given to me shall be deemed valid notification if such notice actually comes to my attention, even if not given in accordance with Clause 24.

General

26. If any term herein is found to be invalid, the remainder of the contract shall remain in full force and effect.

I confirm that I have read and fully understand the effect of these terms and conditions. By signing below, I irrevocably and unequivocally accept the terms and conditions contained in this agreement.