



BLUE SPOT WATER Pty (Ltd)

STANDARD OPERATING PROCEDURE

Terms and Conditions for Service & Sale

Revised Terms and Conditions for Service & Sale

Definitions

1. **"Purifiers"** refers to any water cleaning or filtration systems, including Reverse Osmosis (RO) systems, whole house systems, borehole systems, inline systems, or any other water cleaning / filtration systems.
2. **"BSW"** refers to **Blue Spot Water**.
3. **"Damages"** refers to the destruction, in any form, of purifier pipes, taps, or any structure related to the services provided by BSW.

Applications

4. These terms and conditions apply to all contracts for the **sale, delivery, service, repair, and installation of Purifiers**.
5. I hereby **authorize BSW** to perform work on my Purifier and to replace or install parts and fittings as they deem necessary to maintain or repair my Purifier to working order.
6. I confirm and agree that BSW may require a **deposit payment** before any work is commenced, or before any Purifiers, filters, or parts are ordered or delivered.

Deliveries

7. An **upfront payment of 80%** of the total value will be required for any order exceeding the value of three thousand rand (R3000,00).
8. Additional charges may apply for courier or delivery services, with costs dependent on the destination of the package.
9. BSW **cannot be held liable for damages to goods** during transportation or while the goods are in the possession of a third-party service provider eg: courier.

Price

10. All prices as quoted are valid for **7 days** after the date on which the quote was issued.
11. Prices may differ on installation, repairs, and services depending on the specific area, required equipment, fittings used, and parts replaced on site.
12. **All prices quoted are valid while stock lasts.** BSW reserves the right to revise prices should the quoted product be out of stock and require replacement with a different product or a re-quote based on updated supplier costs.

Payment Terms

13. Only **debit cards, credit cards, or electronic funds transfer payments** are accepted, unless BSW grants prior written consent for any other form of payment.
14. **Cash Acceptance Policy:** Due to security and logistical concerns, **cash payments are strongly discouraged.** BSW reserves the right to **refuse cash payments** for any transaction, particularly those exceeding **R3000,00**, and may require immediate payment via electronic funds transfer, debit card, or credit card instead.
15. **80% of the quoted amount is required before installation commences.** The full balance is payable on the day the installation, service, or delivery is completed.

Service Terms

16. BSW cannot be held liable for any damages caused to **equipment or structures that do not form part of the purifying system**, including but not limited to: (1) existing plumbing features; (2) pipes; (3) cupboards; or (4) any other existing installations.
17. BSW will **not be held liable for any damages caused by water pressure spikes** unless a water pressure regulator was installed by BSW alongside the Purifier.

Additional Work

18. **No additional work** beyond the scope of the original quote will be performed without the Client's **express consent**.

19. If BSW is unable to contact the Client, only the work specifically agreed upon in the original scope will be completed. **Additional charges will apply** for a subsequent return visit to the Client's premises to perform the requested additional work.

Guarantee

20. The **purifying** unit installed by BSW is guaranteed for **1 year (365 days) from the date of installation**.
21. The guarantee will be **void** if the Client alters or removes any of the original parts **prior to the expiry** of the 1-year guarantee period.
22. Filtration elements eg: under counter , whole house & media do not fall under the warranty period.
23. I agree that should I permit a third party to work on the Purifying, after the original installation unit **without prior written consent from BSW**, the guarantee will **automatically lapse**.

Limitation of BSW Liability

24. Except as provided for in law, or provided for in BSW's guarantee given in terms of clause 18:
- a. If any work carried out by BSW is defective because of defective part(s) or workmanship, BSW undertakes to remedy such defects by either adjusting, repairing or replacing the defective part(s) and /or rectifying the defective workmanship, provided that this will not apply to goods or parts:
- i. That I bought and supplied to BSW; or
 - ii. That has become defective due to fair **wear and tear**; or
 - iii. That have been **misused or abused**; or
 - iv. That has been used contrary to the original **manufacturer's specifications or instructions**.
- b. BSW's liability herein will:
- i. Be limited to BSW being informed as soon as reasonably possible for remedying the defective or unsatisfactory repair(s) and /or adjusting, repairing or replacing defective part(s); and
 - ii. Forthwith lapse; unless I inform BSW of the issues (whether related to the work done by BSW or not) **within 10 (ten) working days from installation, service or work done to Purifiers**.
 - iii. **All liability for damages caused by a leak from an under-counter filter system that could reasonably have been minimised or mitigated by a functional leak detector valve** is waived from BSW, provided that **no leak detector valve was installed by me, BSW, or any third party** at the time the damage occurred.
- c. Save for the aforesaid BSW does not make any other representations, unless expressly given in writing and signed by BSW.

Disputes and Jurisdiction

25. In the event of any dispute regarding or related to work undertaken by BSW on Purifiers, whether for a damages claim or otherwise, I agree that I shall first attempt to resolve the dispute by **mediation** by a third party approved by both parties. Should an amicable resolution fail, such dispute shall be referred to any court having jurisdiction in the matter.
26. Notwithstanding the above, should I **fail to pay any amount due and owing to BSW**, BSW may institute legal action against me for recovery. All legal costs and related expenses, as between attorney and client, shall be for my account.

Service Address

27. I nominate the physical address reflected on this document as my chosen *domicilium citandi et executandi* (official service address) where I will accept service of all notices and processes. Notice and process shall be given by prepaid registered post or hand delivery to my nominated domicile.
28. Written notice given to me shall be deemed valid notification thereof where such notice actually comes to my attention, despite the fact that such notice was not given in strict accordance with Clause 24.

General

29. Should any single term contained herein be found to be invalid, the remainder of the contract will **not be defective** and will continue to be in full effect and force.

I confirm that I have read the terms and conditions and fully understand the effect thereof. By signing hereunder, I irrevocably and unequivocally accept such terms and conditions contained in this agreement.