



## Urbans Aqua – Terms and Conditions of Sale

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Urbans Aqua is a distributor, not a manufacturer, and these Terms are aligned to reflect that structure—primarily passing through manufacturer warranty and limiting exposure to product value.

### **1. Scope & Acceptance**

These Terms apply to all sales by Urbans Aqua (“Urban Aqua LLC”). Any additional or conflicting terms proposed by Buyer are rejected unless expressly agreed to in writing by Urban Aqua LLC.

### **2. Urban Aqua LLC Role**

Urban Aqua LLC is a distributor/reseller of products manufactured by third parties.

Urban Aqua LLC does not manufacture or design the products.

Urban Aqua LLC does not control manufacturing processes or product design.

### **3. Warranty**

Products are warranted only to the extent of the original manufacturer’s warranty, which Urban Aqua LLC will pass through to Buyer.

Urban Aqua LLC warrants that products will conform to agreed specifications at time of delivery.

Urban Aqua LLC disclaims all other warranties, including merchantability, fitness for a particular purpose, and design or application suitability.

Urban Aqua LLC will reasonably assist Buyer in processing valid manufacturer warranty claims

### **4. Limitation of Liability**

In no event shall liability with respect to any products sold by URBAN AQUA LLC exceed the purchase price of the product with respect to which a claim is made.

IN NO EVENT SHALL URBAN AQUA LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST SALES OR LOST PROFITS), REGARDLESS OF WHETHER A CLAIM IS MADE BASED ON



CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY.

## **5. Indemnification**

Urban Aqua LLC will indemnify Buyer only to the extent claims arise from Urban Aqua LLC's breach of these Terms or Urban Aqua LLC's gross negligence or willful misconduct.

Buyer will indemnify Urban Aqua LLC for claims arising from system design or integration, improper installation or use, or modifications to the products.

## **6. Product Application & Design Responsibility**

Buyer is responsible for system design, engineering, and product selection.

Urban Aqua LLC does not guarantee performance based on system conditions, water chemistry, or operating environment unless agreed in writing.

## **7. Inspection & Claims**

Buyer must inspect products within 10 days of receipt.

Claims must be made within that period or products are deemed accepted.

## **8. Returns**

Returns require prior written authorization (RMA).

Non-defective returns may be subject to restocking fees.

Special-order or custom items are non-cancelable and non-returnable.

## **9. Delivery & Risk of Loss**

Delivery dates are estimates only.

Risk of loss transfers upon delivery to carrier (FOB shipping point unless otherwise agreed).

Urban Aqua LLC is not responsible for delays beyond its control.

## **10. Pricing, Freight, and Surcharges**

Prices are subject to change prior to shipment.

Buyer is responsible for taxes (unless exempt), freight, tariffs, duties, and surcharges.



### **11. Order Changes & Cancellation**

Changes must be mutually agreed.

Buyer is responsible for costs incurred prior to cancellation.

### **12. Force Majeure**

Neither party is liable for delays caused by events beyond reasonable control.

### **13. Intellectual Property**

Urban Aqua LLC retains all rights to its methods, processes, know-how, and standard product configurations.

No transfer of intellectual property is implied.

### **14. Compliance with Laws**

Each party will comply with applicable laws.

### **15. Governing Law**

These Terms are governed by the laws of the Commonwealth of Pennsylvania.

### **16. Entire Agreement**

These Terms and related documents constitute the entire agreement.

### **17. Water Treatment Disclaimer**

Performance depends on water chemistry, system design, and operating conditions.

Urban Aqua LLC does not guarantee contaminant removal or system performance unless agreed in writing.