

Terms and conditions for Blue Spot Water

Definitions

1. **“Purifiers”** refers to Reverse Osmosis 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 which ever form of purifier pipes taps or any structure to do with the work we do.

Applications

4. The terms and conditions will apply to the contract of service, repair, installations and sending of purifiers.
5. I hereby authorize BSW to carry out work on my purifier and to replace parts and fittings as they deem necessary to fix and maintain my purifier in working order.
6. I confirm and agree that BSW may require me to pay a deposit before work gets done or purifier / filters or parts to be delivered.

Deliveries

7. A 70% upfront payment will be required for any order exceeding the value of three thousand rand (R3000,00)
8. Additional costs will apply for courier/delivery services depending on destination of package.
9. BSW cannot be held liable for damages to goods during transportation thereof, or while in possession of a third party service provider.

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 area, equipment, fittings required, used any replacement of parts.

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 will commence and full amount is payable on day of installation, service or delivery.

Service Terms

14. BSW cannot be held liable for any damages to any equipment or structures which do not form part of the purifying system including but not limited to; (1) plumbing features; (2) pipes; (3) cupboards; (4) or any other installations
15. BSW can't be held liable for any damages caused by water spikes unless a water pressure regulator was installed with purifier.

Additional work

16. No additional work will be done without the customers consent
17. If BSW cannot come in contact with the client, only the work will be done that was agreed on and nothing more. Additional charges will apply to return to client.

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 of the original parts prior to the date of expiry of the 1 year guarantee period
20. I agree that should I have a third party work on the Purifying unit without prior written consent from BSW the guarantee will automatically lapse

Limitation of BSW Liability

21. Except as provided for in law, or provided for in BSW's guarantee given in terms of clause 18 here above:
 - 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

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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 have become defective 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

b. BSW's liability herein will:

- i. Be limited BSW being informed as soon as reasonably possible for remedying of 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.

c. Save for the aforesaid BSW does not made any other representations, unless expressly given in writing and signed by BSW

23. Notwithstanding the above, should I fail to pay any amount due and owing to BSW, BSW may institute legal action against me for any recovery thereof and all legal costs and/or related expenses, as between attorney and client, shall be for my account

Service Address

24. I nominate the physical address reflected on the face hereof as my chosen domicilium citandi et executandi where I will accept service of all notices and process. Notice and process shall be given by prepaid registered post or hand delivery to my nominated docicilium

25. 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 accordance with clause 24

General

26. If any terms herein contained and found to be valid, then the remainder of the contract will not be defective and same will continue to be of 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

Disputes and Jurisdiction

22. In the event of any dispute regarding and/or related to any 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 as approved by both parties. Failing to reach an amicable resolution, such dispute shall be referred to any court having jurisdiction in the matter