

Technaus Water Filtration Subscription Terms & Conditions

ABN: 39 681 837 356

Technaus Water Filtration Terms of Sale

1. Any contract of sale, order, or quotation made or accepted by or on behalf of Technaus Water Filtration (TWF) is subject to these Terms of Sale.
2. These terms apply to all purchase of product(s) directly from TWF. If you do not accept these Terms of Sale, you should refrain from purchasing from TWF. If you do not understand these Terms of Sale or if you have any questions, please contact our Customer Service Team
Ph: (08) 9399 8663
E: customersupport@technaus.com.au

Capacity

3. By purchasing any product(s) from TWF, you acknowledge that you:
 - a. Are at least eighteen (18) years of age or you have permission from a parent or guardian to enter into these Terms of Sale, and
 - b. Have the legal capacity to enter into these Terms of Sale.

Interpretations

- a. **Retail Customers** mean consumers who purchase Products from TWF which are also installed by TWF;
- b. **Products** means any goods that TWF supply to you, of the number and description as set out in the Contract of Sale, Order, or Quotation made or accepted by or on behalf of TWF;
- c. **Entire System** means the entire Products as a whole;
- d. **Housing System** means the system that holds the cartridges of filters which will connect to the main pipes.

Price

5. All prices specified by TWF are in Australian Dollars and are inclusive of GST.
6. TWF reserves the right to change the prices of any product(s) at any time without notice to you.
7. The price charged shall be TWF's price ruling at the date of delivery unless otherwise agreed to in writing. Any price indications or price lists are subject to alterations to TWF's price ruling at the date of service or product(s) are supplied.
8. You are responsible to effect and meet the costs of any insurance cover that is deemed necessary. Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance, invoice, delivery docket or other document* shall be subject to correction. Any product(s) returned through no fault of TWF will be subject to a 15% restocking fee.

Payment

9. By confirming your order for any product(s) from TWF, you agree to pay the price specified by TWF for the product(s).

Warranty

10. TWF warrants the Whole House Water Filtration System to the original purchaser for a period of 2 years for Retail Customers from the date of sale established by the date of the original invoice issued by TWF.
11. The warranty for the first 2 years for Retail Customers covers the Entire System.
12. TWF offers a lifetime extended warranty for the Entire System, applicable only if a Point of Entry TWF-23619-S3 system is installed. This warranty is exclusive to customers who purchased through TWF. To maintain eligibility for the extended warranty, it is mandatory that filters are replaced according to the standard change periods outlined in the filter change schedule.
 - a. A minimum spending of \$330 every 18 months is required to meet the extended warranty.
 - b. The extended warranty also applies to customers on a subscription plan.
13. TWF warrants each new Product to be free from defects in the product for a period of 2 years from the date of retail sale established by the date of the original invoice issued by TWF.
14. TWF reserves the right in instalment sales to grant credit for the value of any Product found to be defective under this Warranty.
15. TWF will not cover any labour charge incurred by you for the replacement or repair or any Product.
16. You are responsible for freight and local labour charges for Products subject to this Warranty.
17. This Warranty applies only to the original purchaser of the product(s).
18. TWF's obligation under this warranty to the original purchaser of the Product(s). TWF's obligation under this Warranty is limited to TWF's own option, to either repair or replace the Product(s), once TWF has deemed that the Product is defective or TWF may, at its own discretion, refund to the Buyer the purchase price paid for the defective product(s).
 - a. Customer have a valid lifetime warranty with TWF and
 - b. Engages TWF to provide the relocation service at a discounted price
 - c. The quoted relocation price will be subject to distance of new location.
 - d. Additional relocation costs may be involved depending on site.
 - e. Relocation service will not be available for apartments or properties with shared pipes.
19. All replaced or exchanged parts taken out under this Warranty become the property of TWF. This Warranty is subject to the Product being properly installed, maintained, being used for its intended purpose and operated strictly in accordance with TWF's recommendations and installation guide.
20. This Warranty does not extend to a Product(s) that has been modified in any way unless with TWF's express consent.
21. This Warranty does not cover the normal wear and tear of the Product(s), or damage caused by misuse, abuse or vandalism. The Warranty does not cover any malfunction or failure resulting from neglect, use of unauthorised parts and accessories or use with higher water pressure than indicated on the Product. The Warranty does not extend to damage caused by rain, fire, earthquake or other natural causes or acts of nature.
22. It is expressly agreed that this shall be the sole and exclusive remedy of the Buyer stated herein, and under no circumstance shall TWF be liable for any costs, losses, expenses, damages, special damages, incidental damages or consequential damages from the design manufacture, sale, use or repair of the Product(s) whether based upon warranty, contract, tort or strict liability.
23. All Conditions and Warranties implied by law or statute are hereby expressly negated so far as they lawfully can be.

Acceptance and Claims

24. Acceptance of the Products shall be deemed for all purposes to have taken place at the expiration from the date of each delivery. Any damage caused as a result of transit will not be the responsibility of TWF. Any faulty systems must be returned with the Pressure Limiting Valve. In the event of a Warranty Claim, the Product must be forwarded at the Buyer's own risk and expense to TWF, together with proof of purchase. This limited Warranty is void the Product under Warranty is presented with the said original invoice.
25. TWF may request that a Statement accompany the Original Invoice, signed by the Buyer, setting out the following terms:
 - a. The name and address of the Buyer.
 - b. The date and by whom the Product was purchased.
 - c. The date and by whom the Product was installed.
 - d. The location where the Product was installed.
 - e. The date and time the Product first appeared to malfunction.
 - f. The nature of the problem with the Product.
 - g. The date and time of any and all loss event/s.
 - h. The date and time TWF was first notified of the Product malfunction.
26. A failure by the Buyer to submit the said Statement within 28 days, after such request is made by TWF, will automatically void the Warranty. A failure to answer truthfully or to answer in a way that is misleading, entitled TWF to void the Warranty and to notify the police in the event of suspected fraudulent conduct.

Risk

27. The risk in the Product will pass to the Buyer immediately upon the Product leaving TWF's premises for delivery to the place designated by the Buyer.

Retention of Title

28. TWF will retain title to (but not risk) in the Product(s) delivered to you until TWF has received payment in full for such product from the Buyer, regardless of whether installed or not and regardless of the location of the Product(s).
29. The Buyer will store the goods in such a way as to enable them to be separately identified and will keep them insured at its own expense with TWF's interest noted on any such insurance cover.
30. You must not offer, sell, assign, sublet, mortgage, pledge, encumber or otherwise deal with the Product(s) that would detract TWF's ownership of the Product(s) until the Price and any other payment or sum due to TWF is paid by you.
31. If the Buyer fails to make any payment when due or becomes bankrupt or becomes insolvent, or has a judgement entered against it in any Court or enters or into any scheme of arrangement, composition, or assignment or is in receivership or voluntary administration or liquidation, the Buyer grants TWF the license to enter any of the Buyer's premises where the Product is stored, and without notice, to re-take possession of and remove, at the Buyer's cost and expense, the Product in respect of which title has not passed to Buyer.

Liability/Indemnity

32. TWF and you acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in this Agreement and there are rights and remedies conferred on the Customer in relation to the provision of goods or of services which cannot be excluded, restricted or modified by agreement (Non-excludable Rights). The terms of this Agreement are subject to the non-excludable rights.
33. Except to the extent of Non-Excludable Rights, TWF will not be liable for:
 - a. Any claim by you or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on you, by state, the common law, equity, trade, custom or usage or otherwise; and
 - b. Any representations, warranties, conditions or agreement made by an agent or representative which are not expressly confirmed by TWF in writing and the liability of TWF for any such matters is hereby excluded.
34. Where (and to the extent), permitted by law the liability of TWF of a Non-Excludable Right can be limited, TWF liability is limited, at TWF's election, to one of the following:
 - a. Replacement of the Product(s) or supply of equivalent products;
 - b. Resupply of the affected Services;
 - c. Repair of the Product(s);
 - d. Payment of the costs of replacing the Product(s) or acquiring equivalent Product(s);
 - e. Payment of the cost of providing equivalent services to the affected Services; or
 - f. Payment of the cost of having the Product(s) repaired.
35. Notwithstanding any other provision in this Agreement, TWF is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or of statutory duty) or otherwise to compensate the Customer for any.
 - a. Costs or expenses;
 - b. Loss of profit, revenue, business, contracts or anticipated savings;
 - c. Loss or expense resulting from a claim by a third party;
 - d. Special, indirect or consequential loss, damage or expense; or
 - e. Death of personal injury, whatsoever and howsoever arising.
36. To the full extent permitted by law, TWF's liability to the Customer for all claims made by you, in relation to this Agreement or otherwise, whether arising under contract, negligence or any other tort, under statute or otherwise, will not exceed in aggregate the amounts paid by you under this Agreement.

37. If the Buyer fails to make any payment when due or becomes bankrupt or becomes insolvent, or has a judgement entered against it in any Court or enters into any scheme or arrangement, composition, or assignment or is in receivership or voluntary administration or liquidation, the Buyer grants TWF the license to enter any of the premises where the Product is stored, at the Buyer's cost and expense, the Product in respect of which title has not passed to the Buyer.

Liability/Indemnity

38. TWF and you acknowledge that, under applicable State and Common law, certain clauses, conditions, guarantees and warranties may be implied in this Agreement and there are rights and remedies conferred on the Customer in relation to the provision of goods or of services which cannot be excluded, restricted or modified by agreement (Non-excludable Rights).
39. Except to the extent of Non-excludable Rights, TWF will not be liable for:
- Any claim made by you or any other person including without limitation, any claim relating to or arising from all clauses, conditions, and warranties expressed or implied, and all rights and remedies can flow on you, by statute, the common law, equity, trade, custom or usage or otherwise; and
 - Any representations, warranties, conditions or agreements made by an agent or representative which are not expressly confirmed by TWF in writing and the Liability of TWF for any such matters is hereby excluded.
40. Where (and to the extent) permitted by law the liability of TWF of a Non-excludable Right can be limited, TWF's liability is limited, at TWF's election, to one of the following:
- Replacement of the Product(s) or supply of equivalent products;
 - Resupply of the effective services;
 - Repair of the Product(s);
 - Payment of the costs of replacing the Product(s) or acquiring equivalent Product(s);
 - Payment of the cost of providing equivalent services to the affected services; or
 - Payment of the cost of having the Product(s) repaired.
41. Notwithstanding any other provision in this agreement, TWF is in no circumstance (whatever the cause) liable and contract, tort (including, without limitation, negligence or of statutory duty) or otherwise to compensate the customer for any:
- Costs or expenses;
 - Loss of profit, revenue, business, contracts or anticipated savings;
 - Loss or expense resulting from a claim made by a third party; special, indirect or consequential loss, damage or expense; or
 - Death or personal injury, whatsoever and howsoever arising.
42. To the full extent permitted by law, TWF's liability to the Customer for all claims made by you, in relation to this Agreement or otherwise, whether arising under contract, negligence or any other tort, under statute or otherwise, will not exceed in aggregate the amounts paid by you under this Agreement.

Rights Forfeited

43. The Buyer forfeits any right or claim against TWF warranty if:
- The system is operated with the water temperature higher than 38 degrees Celsius
 - The system is not serviced every 12 months or in accordance with the standard change period on the Filter Change Schedule i.e., replacement of filters, PLV check and assessment of general condition of the system. If the drinking water quality is poor, the system should be serviced before 12 months.
 - The System damage results from water hammer, freezing, neglect or is not installed by a licensed plumber in accordance with the AS3500 plumbing code installation and plan.
 - The system is subject to water pressure that exceeds the maximum recommended pressure. The System is not installed with an Australian Standards approved Pressure Limiting and Dual Check Valve.
 - The System has been found to be tampered with or if the goods have not been operated or maintained strictly in accordance with TWF's recommendations.
 - The System is not turned off when the residents are away for over 24 hours.

Default

44. On the happening of one or more of the following events, namely:
- You fail to make payment to TWF on the due date
 - An administrator or liquidator is appointed over any or all of the assets of the buyer or a scheme of arrangement is proposed to approve with respect to Buyer.
 - In the case of you being a natural person, the Buyer commits an act of bankruptcy: then TWF may at its option exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights):
 - Demand payment of the whole of the money is owing from you to TWF and you agree to pay the same immediately
 - You shall pay to TWF interest on such amount outstanding at the rate of 2% per month and any costs with respect to solicitors, legal advisors, mercantile agents and other agents acting on behalf of TWF in respect of any enforcement hereof or recovery or attempted recovery of monies owing by you to TWF.

Force Majeure

45. TWF will not be liable to you for any delay in performing its obligations under these terms of sale if such delays caused by circumstances beyond TWF's control, including but not limited to, failure or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

Privacy

46. TWF may use your personal information that is collected when you purchase any Product(s) from TWF pursuant to these Terms of Sale. TWF will comply with privacy laws and TWF's privacy policy.
47. By purchasing any products from TWF you agree to your personal information being collected, used or dealt with in accordance with TWF's privacy policy.

General

48. If any of these Terms of sale is found by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, that term shall be severed to the extent of the invalidity and unenforceability with no effect to the validity or enforceability of the remaining terms.
49. These Terms of Sale constitute the entire agreement between you and TWF depending on water quality and usage. Any verbal representations by consultants must be confirmed in writing on the contract.
- For Credit Card & EFT payment, the invoice must be paid in full prior to, or on the day of installation.
 - Payment plan customers - I have completed the application myself and I have been informed that the account keeping fee is not included in the contract.
50. concerning your purchase of any Product(s) and supersede all prior representations, contracts, statements and understanding, whether verbal or in writing.
51. Any failure by TWF to exercise or enforce any right or provision under these Terms of Sale shall not constitute a waiver of any of TWF's rights.

Jurisdiction

52. TWF and you agree that this agreement and its provisions shall be construed in accordance with the laws of the State of Western Australia and be resolved by a Western Australia court.

Customer Acknowledgement

53. I (customer) acknowledge that I have been informed that:
- The water softening/at style cartridge (if selected) may help reduce limescale damage but will not completely eliminate it.
 - Unless via Reverse Osmosis (3 Stages of POU) the TDS reading will not change as the structure of the hard particles are changed, not eliminated.
 - I have been informed that standard tap water provided by utility providers complies with the Australian Drinking Water Guidelines and that more information about this can be found on their website .
 - Water pressure is normally not noticeably affected, however in a small number of installations with pre-existing low-pressure readings, where the system is installed prior to reticulation, low-pressure heads may be required.
 - In no way has Technaus Water Filtration or its authorised agents represented or informed me that unfiltered/unrefined water is unsafe or dangerous.
 - Filter changes are required between 12-18 months depending on water quality and usage. Any verbal representations by consultants must be confirmed in writing on the contract.
 - For Credit Card & EFT payment, the invoice must be paid in full prior to, or on the day of installation.
 - Payment plan customers - I have completed the application myself and am informed the account keeping fee is not included in the contract.

Technaus Water Filtration | Filter Change Schedule

	(POE) Point of Entry 3 Stages			(POU) Point of Use 3 Stages		
	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Filter Name	Sediment	FOF Carbon	KDF Carbon	RO	Post Carbon	Mineralising
Standard Change Period	6 months	12 months	12 months	24 months	12 months	12 months
Max Lifespan	12 months	18 months	18 months	36 months	18 months	18 months

* The frequency at which you should change the filter depends on your usage and the quality of water in your area. The recommended intervals for filter replacement and the maximum lifespan provided above are based on typical Australian tap water quality and the average water usage of a household with three people.

- o For subscription customers, we will make sure that your filters are either delivered to you or replaced (depending on the specific subscription service you have chosen) according to the mentioned filter change schedule.

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These subscriptions Terms and Conditions (the "Terms") govern your use of the subscription service (the "Service" provided by Technaus Water Filtration ("we", "us", or "our"). By assessing or using the Service, you agree to be bound by these Terms. Please read them carefully.

Definitions

- Call Out Service** is a service we can provide for the maintenance and filter change for your filtration system
- Filtration System** refers to the Full Home & RO Filtration Product installed at your property
- Metro Area** refers to areas within 50 kilometres of the major cities in Australia being Adelaide, Brisbane, Melbourne, Perth, Sydney
- Subscription Date** is the later date of the subscription date in this agreement or the payment receipt date

1. Subscription Agreement

- 1.1 Eligibility: By subscribing to our Service, you confirm that you are at least 18 years old and have the legal capacity to enter into this agreement
- 1.2 Subscription: The Service provides filters sent to you based on the outlined filter change schedule in the subscription order which may include a call out service depending on the subscription plan you have selected. You agree to pay the applicable subscription fees according to the terms specified at the time of purchase.
- 1.3 Account Information: You must provide accurate and complete information during the subscription process. It is your responsibility to keep your account information up to date.

2. Billing and Payment

- 2.1 Fees: The subscription fees are inclusive of GST. You agree to pay the fees associated with your selected subscription plan as outlined in the payment terms.
- 2.2 Payment Method: You must provide valid and current payment information. By providing such information, you authorise us to charge the subscription fees to the designated payment method.
- 2.3 Automatic Renewal: Unless you cancel your subscription before the end of the current subscription cycle, your subscription will automatically renew for the same duration and at the then-current description rate.
- 2.4 Price Changes: We reserve the right to modify the subscription fees at any time. Any changes to the fees will be communicated to you in advance, and you will have the option to cancel your subscription if you do not agree to the new pricing.

3. Cancellation and Refunds

- 3.1 Cancellation: you may cancel your subscription at any time by following the cancellation process provided within the service your cancellation will be effective at the end of the subscriptions cycle and you will not be charged thereafter.
- 3.2 Refunds: Subscription fees and non-refundable, except as required by applicable law or as stated otherwise in your refund policy.
- 3.2 We may cancel your subscription renewal if you do not pay for the renewal fee of the next subscription cycle.

4. Delivery of Subscription

- 4.1 Delivery of Filters: We reserve the right to select the method of delivery of the filters included in the subscription.

4.2 Timing of Delivery: You may request for a filter delivery during the subscription anytime during the subscription.

4.3 We may reject a request for delivery of specific filters if you have already received the specific filter during the subscription cycle and the filter is not due for another change.

4.4 Call out Service: If your subscription includes the Call out Service, you may request it with the delivery of filters. The Call Out Service included in the subscription package is for a 45 minutes service. If additional service hours or call out are required, you will be charged an additional fee under Additional Call Out Service. There will be no additional charge if the filter change process exceeds 45 minutes, provided that no extra work is involved.

5. Additional Call Out Service

- 5.1 Eligibility: A Call Out Service is only available in Metro areas under definition of disagreement.
- 5.2 Charges: An Additional Call Out service will be charged at \$80 per call out which includes 30 minutes of service. Additional time required will incur an additional charge at \$50 per 30 minute block. There will be no additional charge if the filter change process exceeds 30 minutes, provided that no extra work is involved.

6. Limitation of Liability

- 6.1 Product Liability: You will be responsible for any product liability if filter changes are performed by any third party other than TWF, which results in damage to the system. You may choose to perform the filter change yourself, but only if you are willing to assume this responsibility
- 6.2 Product Warranty After Filter Change: if there is a product fault after filter change and the filters were not changed by us, you will be required to provide a plumber's invoice for the filter change to claim for the product warranty.

7. Extended Product Warranty

- 7.1 subject to close six, the product warranty of the Full House and RO filtration system will be extended throughout the subscription period plus 18 months after if the subscription is not renewed. If the subscription continues to be renewed, the product warranty will continue to be extended until the cancellation of the subscription plus 18 months after the final subscription cycle.

8. Governing Law and Dispute Resolution

- 8.1 TWF and you agree that this agreement and its provisions shall be construed in accordance with the laws of the State of Western Australia and be resolved by a Western Australia court.

9. Miscellaneous

- 9.1 Entire Agreement: These terms constitute the entire agreement between you and Technaus Water Filtration regarding the subscription and is an addition to the Terms and Conditions to the installation agreement when first purchasing the Full Home and RO Water Filtration Product.
- 9.2 Severability: If any provision of these Terms is found to be invalid and unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 9.3 Waiver: The failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

I have reviewed and understood these Terms and Conditions and agree to be bound by them.

Initial _____