

Service & Repair Terms and Conditions

IMPORTANT: THESE SERVICE & REPAIR TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE YOUR AGREEMENT WITH HYDROSWAGE INTERNATIONAL, LLC. (“HYDROSWAGE”) AND WILL APPLY TO YOUR ORDER IF THE SERVICE/REPAIR IS OUTSIDE THE TERMS OF HYDROSWAGE’S LIMITED WARRANTY, A HYDROSWAGE ADMINISTERED EXTENDED SERVICE CONTRACT, OR YOUR STATUTORY CONSUMER RIGHTS. FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS AGREEMENT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS AND YOU SHOULD CONSULT THE CITIZENS ADVICE SERVICE IN YOUR COUNTRY OF RESIDENCE FOR FURTHER INFORMATION ON THESE RIGHTS.

1. Services and Products

- 1.1. **Services:** For service orders, HydroSwage will service your HydroSwage product as described to you for the estimated charges stated, unless such charges are revised with your prior oral or written consent. Unless otherwise stated, HydroSwage will provide repair or replacement services to address a defect in the materials or workmanship of a product. Service is not available for issues caused by failure of or incompatibilities with any component or data added or recorded on your product.
- 1.2. **Parts and Labor:** HydroSwage may provide both parts and labor, but may direct that you replace certain readily installable parts yourself, as described below. In servicing your product, HydroSwage may use parts or products that are new or refurbished and equivalent to new in performance and reliability. HydroSwage will retain the replaced part or product that is exchanged during service as its property, and the replacement part or product will become your property. Replaced parts and products are generally repairable and are exchanged or repaired by HydroSwage for value. If applicable law requires HydroSwage to return a replaced item to you, you agree to pay HydroSwage the retail cost of the replacement item plus shipping costs.
- 1.3. **Service Options:** HydroSwage may facilitate service through one or more of the following options:
 - 1.3.1. **Do-It-Yourself (DIY) Parts Service.** DIY Parts Service allows you to service your own product. If HydroSwage determines that DIY Parts Service is available to you, HydroSwage will ship to you a replacement part for your HydroSwage product. The replacement part will be accompanied by instructions on installation and any requirements for the return of the replaced part. For DIY Parts Service requiring the return of the replaced part, you must provide credit card details to secure the return of the replaced part. All replaced parts requiring return, must be returned to HydroSwage within ten (10) days from the date HydroSwage ships the replacement part to you (“Return Period”). If (i) you fail to return the replaced part as instructed within the Return Period, or (ii) the replaced part is not eligible for service due to a Service Exclusion, as described below, you will pay the amount agreed by you at the time service was ordered. If HydroSwage does not require the return of a replaced part, HydroSwage will ship to you a replacement part or product accompanied by instructions on installation and any requirements for the disposal of the replaced item. HydroSwage is not responsible for any labor costs relating to DIY Parts Service.
 - 1.3.2. **Direct Mail-In Service:** If HydroSwage determines that your product is eligible for Direct Mail-In Service, you will ship your product to the HydroSwage repair service location in accordance with instructions from HydroSwage. HydroSwage may provide prepaid way bills (and if you no longer have the original packaging, HydroSwage may send you packaging material). If HydroSwage does not provide prepaid way bills or packaging, you must arrange for the shipping and packaging of your product to the HydroSwage repair service location, as described at the time of ordering, and

you may want to consider insuring your package in case of damage or loss during shipment. Once service is complete, the HydroSwage repair service location will return the repaired product or provide a replacement product to you.

- 1.3.3. **Express Replacement Service (ERS):** If HydroSwage determines that your product is eligible for ERS, and you choose to order ERS by providing to HydroSwage your credit card details, HydroSwage will ship to your designated location a replacement product. You will return your replaced product in accordance with the provided HydroSwage instructions. All replaced products must be returned to HydroSwage within the Return Period as defined in the ERS Terms and Conditions. If (i) HydroSwage does not receive the replaced product within the Return Period, or (ii) the replaced product is not eligible for service as described in the ERS Terms and Conditions, you will pay to HydroSwage the amount agreed by you at the time service was ordered.
- 1.4. **Changes to Service Options:** To the extent permitted by law, HydroSwage reserves the right to change at any time the service options available to you.
- 1.5. **End Users Only:** HydroSwage services, sells and ships products to end user customers only. You may not purchase for resale. HydroSwage reserves the right to refuse or cancel your order if HydroSwage suspects you are purchasing for resale.
- 1.6. **No Sale to Minors:** Purchase under these terms is available only to those who have reached the age of majority.
- 1.7. **Service Exclusions and Diagnostic Fee:** To the extent permitted by law, HydroSwage may charge you a diagnostic fee (including shipping charges) if HydroSwage inspects your product and determines that (i) your product does not require service, (ii) your product has failed due to or has incompatibilities with software or hardware residing or installed on your product (iii) service is required due to the failure of parts that are neither supplied by HydroSwage nor HydroSwage-branded, (iii) additional labor or parts are required that were not specified in the original estimated charges and you do not agree to authorize service based on the HydroSwage revised estimated charges, or (iv) service cannot be performed because the serial number has been altered, defaced, or removed, or the product has failed due to accident, abuse, liquid spill or submersion, neglect, misuse (including, but not limited to, faulty installation, repair, or maintenance by anyone other than HydroSwage or a HydroSwage Authorized Service Provider), unauthorized modification, extreme environment (including, but not limited to, extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God, or other external causes (“Service Exclusions”). HydroSwage will return your product to you without servicing it and may charge you the Diagnostic Fee.
- 1.8. **Exceptions to Coverage:** Service under this Agreement is offered and valid only in the countries described in the Country Variation section, below.
- 1.9. **Delivery:** HydroSwage may provide an estimate on when a replacement product or shipping box to facilitate service will be shipped to you. Once your order has been prepared for shipment or has shipped, HydroSwage is unable to change the shipping address. Please note that for deliveries that require a signature, if you are willing to assume the risks of your order being delivered without anyone at the delivery address, you may authorize HydroSwage to arrange for a delivery without the need for a signature.
- 1.10. **Customer’s Responsibility:**
 - 1.10.1. You must follow shipping and packing instructions provided by HydroSwage. You will be responsible for products or parts that are lost or damaged as a result of failure to follow instructions.

- 1.10.2. It is your responsibility to backup all existing data, software, and programs, and to erase all existing data before receiving services. HydroSwage is not responsible for loss, recovery, or compromise of data, programs or loss of use of equipment arising out of the services provided by HydroSwage. You represent that your product does not contain illegal files or data.
- 1.10.3. Unless you provide alternative instructions, HydroSwage will ship your repaired or replacement product to the mailing address you furnished when you authorized service. If your product is returned to HydroSwage because delivery could not be completed at the address given, HydroSwage will attempt to contact you for an alternative mailing address. If you do not provide an address at which HydroSwage or its agent may deliver your product within sixty (60) days (see the Country Variation section, below, for any applicable exceptions) after the original delivery attempt, HydroSwage will notify you that it considers your product to be abandoned. HydroSwage will send notice to the mailing address you furnished when you authorized service. In the event that your product is abandoned, HydroSwage may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale to pay for any outstanding service performed. HydroSwage reserves its statutory and any other lawful liens for unpaid charges.
- 1.10.4. During the service ordering process, you must provide a description of the issue that is affecting your product, so that HydroSwage understands and may replicate the issue.

2. **Orders and Payment:**

- 2.1. **Payment:** Terms of payment are within HydroSwage's sole discretion, and unless otherwise agreed to by HydroSwage, payment details must be received prior to HydroSwage's acceptance of an order.
- 2.2. **Payment Methods:** HydroSwage allows you to make purchases or place orders (that require security for the return of the replaced part or product) using credit, debit or check card, or some other prearranged payment method unless HydroSwage has agreed to some other credit terms. When you provide HydroSwage with your card information, HydroSwage will obtain a pre-approval from the card company for the amount of the order, which may result in a corresponding block on your available credit while the pre-approval remains in place. HydroSwage will not bill your credit card or process a transaction under your debit or check card until your order is processed. HydroSwage may not be able to accept credit, debit, or check cards associated with a billing address outside of the country site. Debit cards and check cards may have daily spending limits that could delay the processing of your order substantially. HydroSwage requires the credit, debit, or check card security code for your card to protect against the unauthorized use of your credit card by other persons.
- 2.3. **Prices:** HydroSwage endeavors to offer you competitive prices on current HydroSwage products and services. Your total order price will include the price of the product or service on the day of order processing. HydroSwage reserves the right to change prices for products or services displayed at any time and particularly to correct pricing errors that appear.
- 2.4. **Confirmation:** HydroSwage will send you a confirmation of your order via email shortly after receipt. You will receive a confirmation by regular mail when HydroSwage accepts your order.
- 2.5. **Refunds:** Except as described in the Warranty and Limitation of Liability section below, HydroSwage does not provide refunds for service orders.

3. **Warranty and Limitation of Liability**

- 3.1. **Service Warranty:** For all service orders, HydroSwage warrants to the extent permitted by law that (1) services performed will conform to their description for ninety (90) days from the date of service, (2) except for batteries described in the subsection below, all parts or products used in service will be free from defects in materials and workmanship for ninety (90) days from the date of service. This warranty is an express limited warranty. If nonconforming service is provided or a defect arises in a replacement

part or product during the applicable warranty period, HydroSwage will, to the extent permitted by applicable law, at its option, either (a) re-perform services to conform to their description (b) repair or replace the part or product, using parts or products that are new or equivalent to new in performance and reliability, or (c) refund the sums paid to HydroSwage for service.

- 3.2. **Disclaimer of Warranty:** TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES, CONDITIONS, AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HYDROSWAGE SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL STATUTORY AND IMPLIED WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, CARE, SKILL OR FITNESS FOR A PARTICULAR PURPOSE.
- 3.3. **Limitation of Liability:** IF YOU ARE A CONSUMER, YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS WITH REGARD TO SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. PLEASE REFER TO YOUR LOCAL CONSUMER AUTHORITY FOR MORE INFORMATION ABOUT YOUR RIGHTS. IF NOT COVERED BY THESE RIGHTS, HYDROSWAGE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST, CORRUPTED, OR COMPROMISED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, HYDROSWAGE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, HYDROSWAGE IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT OF YOUR ORDER.
- 3.4. Some states, provinces and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty gives you specific legal rights, and you may also have other rights that vary by state, province or jurisdiction.
4. **Export Control:** You may not use or otherwise export or re-export the products serviced except as authorized by the laws of the jurisdiction in which the products were obtained. In particular, but without limitation, the products may not be exported or re-exported in violation of export laws, including if applicable export or re-export into any US-embargoed countries or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. You represent that you are not located in any country or on any list where the provision of product to you would violate applicable law. You also agree that you will not use products for any purposes prohibited by applicable law.
5. **General:**
 - 5.1. **Typographical Errors:** HydroSwage is not responsible for typographical errors. HydroSwage reserves the right to cancel any order you have placed if there was a typographical error concerning the pricing or availability of any item you ordered when you placed the order.
 - 5.2. **Change Terms:** HydroSwage reserves the right to change this Agreement at any time.
 - 5.3. **Cancellation:** Upon acceptance of a service order, HydroSwage initiates service and consequently a service order may not be cancelled and you cannot withdraw from the contract.
 - 5.4. **Product/Service Changes:** HydroSwage may make changes to any products or services offered online, or to the applicable prices for any such products or services, at any time, without notice. The information provided online with respect to products and services may be out of date, and

HydroSwage makes no commitment to update the information provided online with respect to such products and services.

- 5.5. **Access online:** HydroSwage reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to its online pages, or to any portion of its online site, for any reason; (2) to modify or change its online pages, or any portion thereof, and any applicable policies or terms; and (3) to interrupt the operation of its online site, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.
- 5.6. **Governing Law:** The laws of the country where you ordered service or product will govern this Agreement, except as otherwise described in the Country Variation section, below
- 5.7. **No Changes to the Agreement:** No HydroSwage employee or agent has the authority to vary any of the terms and conditions governing any transaction.
- 5.8. **Unenforceable Terms:** If any of the aforementioned terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such specific term shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the term, so that the terms shall remain in full force and effect.
- 5.9. **Waivers:** HydroSwage's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by HydroSwage of any provision or any right it has to enforce these policies, nor shall any course of conduct between HydroSwage and you or any other party be deemed to modify any provision of these terms.
- 5.10. **No Third Party Beneficiaries:** These terms shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 5.11. **International Products/Services:** HydroSwage provides access to HydroSwage international data and, therefore, may contain references or cross references to HydroSwage products, programs and services that are not announced in your country. Such reference does not imply that HydroSwage in your country intends to announce such products, programs or services.
- 5.12. **Data Protection:** You agree and understand that it is necessary for HydroSwage to collect, process and use your data in order to process sales, perform service and confirm compliance with applicable laws. HydroSwage will protect your information in accordance with HydroSwage Privacy Policy. If you wish to have access to the information that HydroSwage holds concerning you or if you want to make changes, contact your HydroSwage representative to update your personal contact preferences.
- 5.13. **Subcontractors:** HydroSwage may subcontract with other service providers for the service of your product.
- 5.14. **Conflict of Terms:** Services in English. To the extent permitted by law, in the event of a conflict between different translations of these terms, the English translation will prevail. Certain support services and related documents may be available in English only.
- 5.15. **Complete Agreement:** Force Majeure. This Agreement governs service transactions accepted by HydroSwage. No other oral or written terms or conditions apply. HydroSwage does not authorize any variance or modification of this Agreement. HydroSwage is not responsible for any failures or delays in performing service or delivering your product or a replacement product that are due to events outside HydroSwage's reasonable control.