

**CULLIGAN EQUIPMENT  
SERVICE/SALES: GENERAL  
TERMS AND CONDITIONS**

**THIS ORDER INCLUDES  
INFORMATION REQUIRED BY STATE  
AND FEDERAL LAW**

**1. ACCEPTANCE.** By signing the front of this Customer Order (Order), you accept the Culligan® equipment and/or services described there and agree to be bound by the following terms and conditions. This Order is the entire contract between you and the Culligan dealer – Zane Filippone Water Co. or Tri County Water Conditioning Co., (as applicable, Dealer). No promise, statement or representation by any of Dealer's agents or employees will be binding upon Dealer unless it appears in this Order. Until superseded by subsequent terms and conditions, these terms and conditions will control all future equipment sales and services provided by Dealer.

**2. PAYMENT; SERVICE CHARGE.** You agree to promptly pay all amounts due under this Order. If you fail to do so, you agree to pay all costs of collection proceedings including the cost for reasonable attorney's fees.

**A. SERVICE CHARGE at the ANNUAL PERCENTAGE RATE OF 21% (1.75% per month)** or the highest rate permitted by law, whichever rate is lower, will be imposed on all amounts that are past due when they are outstanding for at least 30 days. There is a minimum service charge of \$0.50. Finance charges are imposed on a past due amount on the first of the month. If your account is past due for more than 30 days on the first of the month, a finance charge will be imposed on that amount. You will avoid finance charges by paying in full before the first of each month. Dealer will apply your payments first to pay any finance charges, and second to pay the principal amount.

**3. ENTRY.** You authorize Dealer and each authorized subcontractor or agent of Dealer (each an "Authorized Agent") to: (a) enter the premises to install and service the equipment, (b) do work on, or make changes to, your premises, if installation or service of equipment is part of this Order. Your authorization permits Dealer and each Authorized Agent to enter whenever Dealer considers it necessary or convenient to accomplish the purpose of this Order. If, due to no fault of Dealer, Dealer or its Authorized Agent is required to make additional trips to the equipment installation site then Dealer, at its option, may impose its prevailing special trip fee.

**If this Order authorizes Dealer to furnish you with an equipment service, by signing this Order, you authorize Dealer and its Authorized Agents to enter the premises when this Order is terminated and remove the equipment. Dealer will make reasonable efforts to arrange a mutually convenient time to enter the premises and remove the equipment.**

**4. PLUMBING SYSTEM.** Our fees for the installation of equipment do not include or cover any repairs or maintenance to your plumbing system. Anything that would be considered a repair to your plumbing system will be billed as an extra expense at regular and customary rates and have no warranty. Dealer reserves the right to decline to make repairs and may refer you to a licensed plumber.

**5. MAINTENANCE.** It is important that this equipment be maintained according to manufacturer instructions, including replacement of filters, adding product as needed for proper function of system, and other components, and regular sanitary maintenance of system.

Water quality, water condition, water consumption, water pressure, water flow rates, can often change over time resulting in the need for different or additional equipment. Dealer may furnish the required equipment pursuant to a separate order at Dealer's customary charges then in effect.

**6. LIMITED WARRANTY/LIMITATION OF LIABILITY.** The equipment and any other materials that are provided under this Order, Dealer warrants such equipment and materials against defects in material and workmanship for the period specified in the manufacturer's limited warranty, or as otherwise specified in this Order. Dealer's obligation under this warranty is limited to repair or replacement (at Dealer's option) of equipment or other materials provided by Dealer that Dealer reasonably determines are defective in material or workmanship, as long as you notify Dealer within a reasonable period of the alleged defect.

This warranty will apply only if the Culligan equipment or other materials furnished under this Order are used: (a) in a manner that strictly conforms to the written operating instructions according to the manufacturer; and (b) with supplies, system elements or components that are technically satisfactory for use with provided equipment. This warranty does not apply to (a) non-Culligan equipment, (b) equipment or materials that have been modified, repaired or tampered with by anyone who is not authorized by Dealer, (c) damage to equipment that is exacerbated by your failure to promptly alert Dealer to equipment in need of repair, or (d) equipment that is damaged due to neglect, accident, misuse or exposure to the elements.

If you have purchased equipment with this Order, you can ask the Dealer for copy of the applicable warranty. In addition, warranties for all serviced Culligan equipment can be found at [www.culligannj.com](http://www.culligannj.com) or by contacting the Dealer. The equipment warranty does not cover labor unless and to the extent specifically stated in the manufacturer's warranty or on the front of this Order.

**To the extent permitted by law, Dealer and Culligan International Company (as applicable, CIC) disclaim all implied warranties including, without limitation, warranties of merchantability and fitness for particular purpose; to the extent**

permitted by law any such implied warranties are limited in duration to the periods and for the parts specified in the manufacturer's limited warranty and this Order.

Dealer, CIC, and Authorized Agents are not liable or responsible for any pressure related damage that exceeds 80 psi (described in more detail below) even if a pressure reducing valve ("PRV") may have been recommended or installed by Dealer or Authorized Agents. You must maintain any installed PRV per manufacturer instructions. Dealer and Authorized agents are not responsible for PRV maintenance, replacement, repair, or damages due to PRV failure.

**Your sole remedy** against Dealer, CIC, Authorized Agents, and related companies for products, services and work furnished under this Order is under the warranty referenced or stated above. This limitation applies to remedies arising out of this Order or otherwise in connection with the equipment, other materials or services provided by Dealer. Other than the obligations under the limited warranty referenced or stated above, in no event shall Dealer, CIC or its related companies be liable to you for, and you release them from and against, all damages of any nature, including but not limited to direct, compensatory, incidental, consequential, special, general or otherwise (including but not limited to property damage and personal injuries).

ANY ACTION RESULTING FROM THE DELIVERY TO YOU OF GOODS OR SERVICES UNDER THIS ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

YOU ASSUME ALL LIABILITY FOR INJURY OR DAMAGE TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND PERSONAL INJURIES. YOU AGREE TO OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES. SUCH INSURANCE SHALL NAME DEALER AND CIC AS ADDITIONAL INSURED AND, IN ANY EVENT, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DEALER AND CIC FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ALLEGATIONS AND ASSERTIONS OF WRONGDOING.

Some states do not allow limitations on implied warranties, so the above limitation may not apply to you. Similarly, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**7. CANCELLATION.** EXCEPT AS PROVIDED IN THE NOTICE OF CANCELLATION on the front of this Order, if you cancel this Order, you agree to pay any time and materials charges incurred by Dealer.

8. DISPUTE RESOLUTION. All disputes between the parties arising out of or in any way related to this Agreement will, at our option, be settled by binding arbitration in either County of Dealer choice, or the county where we performed the services before one arbitrator that is agreeable to both parties. The prevailing party will be entitled to recover its fees and expenses (including attorneys' fees) from the losing party.

\* \* \* \* \*

**THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY IF THIS ORDER REQUIRES DEALER TO FURNISH YOU WITH AN EQUIPMENT SERVICE:**

**A. SECURITY DEPOSIT.** If the front of this Order indicates you have paid a security deposit, the deposit will be held by Dealer as security for your full compliance with the terms of this Order and will not accrue interest. At our option, we may use the security deposit for any balance due and then we will return the balance of the security deposit, if any, to you after termination of this Order as long as you have fully complied with the terms of this Order.

**B. MAINTENANCE RESPONSIBILITIES.** For equipment that you own or that you rent from us, you are responsible for the following maintenance of the equipment: monitoring the water pressure Culligan equipment comes in contact with and that this pressure does not exceed that specifically mentioned in plumbing code – specifically National Standard Plumbing Code section 10.14.6 in full (at the time of this writing that pressure is not to exceed 80 pounds per square inch), (repair or damage due to your misuse or negligence, failure to properly maintain the equipment per the manufacturer's recommendations, loss or damage due to theft or causes beyond Dealer's control and maintenance of an adequate supply of salt and/or chemical. Dealer has no liability resulting from humidity, condensation, temperature, freezing, fire or other catastrophe, If the equipment requires maintenance or repair for which you are responsible, you agree to pay for its replacement or repair by Dealer, at Dealer's prevailing rates.

Dealer is not responsible for repairing damage to the Culligan equipment from ordinary use, and wear and tear. Neither CIC, Authorized Agents, nor Dealer is responsible for any personal injury or property damage due to (i) your failure to notify us of malfunctioning or damaged equipment within a reasonable time after discovery, or (ii) service, maintenance, repair or adjustment to the equipment by any person other than Dealer or its Authorized Agent. Any of the following acts will be considered to have caused unreasonable or excessive wear and use of the equipment: repair or alteration by anyone other than Dealer or its Authorized Agent; relocation from the

original site of installation; intentional or negligent damage; or damage beyond Dealer's control. DEALER IS NOT RESPONSIBLE FOR MAINTAINING ANY NON-CULLIGAN BRANDED EQUIPMENT.

**C. EXCLUDED SERVICE.** We are not liable for and you release us from all property damage (including equipment damage) and personal injury caused by use of salt or other consumables that do not strictly comply with the equipment manufacturer's technical specifications and that are not purchased from Dealer or its Authorized Agent. Rental customers who do not purchase consumables from Dealer or its Authorized Agents may be charged labor charges.

**Services or maintenance on or to the equipment provided under this Order will be provided by Dealer or its Authorized Agent without charge only during normal business hours. Service that is requested and performed outside of normal business hours will, if Dealer chooses, be billed to you at prevailing service rates.**

**D. TITLE TO EQUIPMENT.** For equipment rented from the Dealer, Dealer will always own the equipment provided to you and it shall not be considered part of the real estate. You will take all reasonable steps to assure the equipment is not considered part of the real estate. Dealer may file one or more informational financing statements with the county and the State under the Uniform Commercial Code confirming Dealer's ownership of the equipment.

**E. TERM.** Your use of the rented equipment and the equipment services provided to you as part of this Order are for the term stated on the front of this Order (the "Term"). If no term is stated there, the Term shall continue on a month-to-month basis. Dealer may change the rental or service rate at any time upon notice to you of the new rates. You may cancel this Order at any time within 60 days after such new rates going into effect by send us written notice of your election to terminate. If you timely terminate, we will refund you the difference you paid between the old rates and the new rates. The cancellation is subject to paragraph F on termination and default.

**F. TERMINATION AND DEFAULT.** (a) You may terminate your Order for rented equipment (and service of that equipment) upon payment of all unpaid payments, any applicable cancellation charge (see (b) below) and return of the equipment. If you move, your final periodic payment will be pro-rated to the date of your move. You must tell all realtors and any prospective purchaser or tenant that Dealer owns the equipment.

(b) If you terminate this Order prior to the end of the Term, then Dealer, at its option, may assess a cancellation charge. The cancellation charge will equal the difference between the amount you actually paid under this Order and the amount that you would have paid us through the end of the Term.

(c) Dealer may terminate this Order without cause any time upon 30 days' prior written notice to you. If that happens, you must allow Dealer to retrieve any rented equipment and you must pay all unpaid payments up to the date of removal of the equipment. If, for any reason, Dealer is entitled to the return of the equipment, Dealer may elect not to retrieve the equipment, and will be held harmless of all future liability. If you prohibit or impair Dealer's right to retrieve any equipment, you will be liable for all reasonable costs, including attorneys' fees, incurred by Dealer related to repossessing the equipment.

(d) If you fail to make the equipment available to Dealer for removal from your premises upon termination of this Order or if you fail to tell a new owner or occupant of the property that you do not own the equipment, you agree to pay Dealer its value (fair market value including ordinary wear and use). If you disagree with the value determined by Dealer, you may obtain, at your expense, a professional appraisal of the value by an independent third party agreeable to both you and Dealer. The appraised value will then be used as the value.