

**DRIESSEN WATER, INC**  
**DbA ULTRAPURE & INDUSTRIAL SERVICES, LLC and CULLIGAN ULTRAPURE**  
**EQUIPMENT RENTAL AND/OR SERVICES: GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE.** By signing the front of this Agreement, you (also "Buyer") accept the rental equipment and/or services described herein and agree to be bound by the following Terms and Conditions, which shall be deemed a part of any purchase order and shall be incorporated therein by this reference. If you have not otherwise agreed to these Terms and Conditions, accepting delivery, making payment, or making use of the equipment and/or services will constitute your acknowledgment of agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If you deem any of these Terms and Conditions not to be acceptable, your recourse shall be to cancel your order within five (5) days of receipt of these Terms and Conditions. Any purchase order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the "Agreement." This Agreement is the entire contract between you and Driessen wWater Inc ("UIS" or "Seller"). No promise, statement or representation by any employee of UIS will be binding upon UIS unless it appears in this Agreement. Also, no promise, statement or representation of any employee of UIS will relieve you of any obligations you undertake with this Agreement.
2. **EQUIPMENT/SERVICES.** Seller will provide the rental equipment and/or repair and maintenance services for the equipment identified on the front of this Agreement and/or Schedule A in accordance with the manufacturer's instructions and guidelines.
3. **PAYMENT SERVICE CHARGE.** You agree to promptly pay all amounts due under this Agreement as listed on the front of this Agreement and/or Schedule A. There is a minimum service charge per month/visit. UIS may adjust fees for parts or services at any time to reflect any increases in the cost thereof it incurs, and may adjust fees for labor upon 30 days written notice. If you fail to pay any amounts due under this Agreement, 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 18% (1.5% 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 30 days or more. 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. UIS will apply your payment first to pay any finance charges, and second to pay the principal amount. Your finance charge is based on your last principal balance not including finance charges.
4. **ENTRY.** By signing this Agreement, you authorize UIS to enter your premises to service the equipment during normal business hours. Your authorization permits UIS to enter whenever (during normal business hours) UIS considers it necessary or convenient to accomplish the purpose of this Agreement. If UIS is required to make additional trips to the equipment installation site because the equipment is inaccessible, then UIS, at its option, may impose its prevailing special trip fee. In addition, for rental equipment, you hereby authorize UIS to enter the premises and remove the equipment upon termination of this Agreement.
5. **PLUMBING SYSTEM.** The installation, maintenance or repair of equipment does not include any repairs to your plumbing system and such repairs are not included in this Agreement. Anything that would be considered a repair to your plumbing system will be billed at contract rates. UIS reserves the right to decline to make repairs and to refer you to a licensed plumber. The installation and materials for both sold and rented equipment becomes your property. This includes any piping, valves, bypasses, etc., that become a permanent part of the plumbing system.
6. **INSPECTION & MAINTENANCE.** UIS will inspect and service the equipment listed on this Agreement and/or Schedule A. Except as otherwise provided herein, Services provided under this Agreement will be provided by UIS only during normal business hours. Upon request, UIS will provide emergency maintenance services for its equipment after hours and on holidays 24/7 365 days (**Additional charges may apply for after hours and holidays. See billing information on reverse**).
7. **ADDITIONAL EQUIPMENT CHARGES.** If maintenance of the equipment is affected by external factors such as inadequate water supply, change in raw water quality from the initial water analysis or change of source of raw water, additional equipment may be required. At your request, UIS will furnish the required equipment at customary charges then in effect.
8. **LIMITED WARRANTY.** UIS will provide the services in a manner consistent with that level of care and skill ordinarily exercised by those providing similar services in the same locale. **TO THE EXTENT PERMITTED BY LAW UIS MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF ANY SERVICES PROVIDED UNDER THIS AGREEMENT ARE DEFECTIVE IN WORKMANSHIP, UIS WILL REPERFORM ANY SUCH SERVICES, OR TENDER A REFUND OF THE SERVICE CHARGE, AT ITS OPTION.**
9. **LIMITATION OF LIABILITY.** YOUR SOLE REMEDY AGAINST UIS AND ITS RELATED COMPANIES FOR SERVICES FURNISHED UNDER THIS AGREEMENT IS UNDER THE LIMITED WARRANTY ABOVE. THIS LIMITATION APPLIES TO REMEDIES ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SERVICES. IN NO EVENT SHALL UIS OR ITS RELATED COMPANIES BE LIABLE TO YOU FOR DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, GENERAL OR OTHERWISE, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. YOU ASSUME ALL LIABILITY FOR INJURY OR DAMAGE TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF THE EQUIPMENT OR SERVICES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE OR MOLD RELATED EXPENSES; YOU AGREE TO OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES. UIS IS NOT RESPONSIBLE FOR LEAKS FROM PIPING OR TUBING DUE TO FREEZING OR OTHERWISE OR FOR WATER DAMAGE FROM ANY EQUIPMENT MAINTAINED, REPAIRED OR INSTALLED. You must inspect all service/installation work and report claims for defects or damages which are discoverable on a visual inspection in writing within ten (10) days of performance of the work or such claims will be deemed waived.
10. **CANCELLATION.** This Agreement is binding upon both parties and can only be cancelled as provided in this Agreement. For Deionizer and Carbon Tanks, to avoid incurring continued rental charges, it is customer's responsibility to return tanks when service has been cancelled. Deionizer and Carbon exchange tanks will always remain the property of Ultrapure & Industrial Services, LLC (UIS).
11. **MAINTENANCE RESPONSIBILITIES.** You are responsible for the following maintenance and repair of the equipment: repair of damage due to your misuse or negligence, freezing, fire or other catastrophe, loss or damage due to theft or cause beyond UIS control. If the equipment requires maintenance or repair for which you are responsible, you agree to pay for its replacement, maintenance or repair by UIS, at prevailing rates of UIS. Any of the following acts will be considered to have caused unreasonable or excessive wear of the equipment and will fall under your responsibility: maintenance, repair or alteration by unauthorized persons; relocation from the original site of installation; intentional or negligent damage; damage beyond UIS control, or altering property near equipment. Only UIS personnel or those approved by UIS in writing are authorized to provide maintenance services of the equipment. **Under no circumstances are repairs, medical expenses, living expenses or any other expenses due to mold covered by UIS.**
12. **TITLE TO EQUIPMENT.** For rental equipment, you acknowledge and agree that UIS will retain all ownership of the equipment and it shall in no event be considered part of the real estate or your property.
13. **TERM.** UIS will provide the rental equipment and/or maintenance services for the term stated on the front of this Agreement. This Agreement will automatically renew at the expiration thereof for the same term unless terminated by either party on 30 days written notice. If no term is stated on the front of this Agreement, the term shall continue on a month-to-month basis. UIS may charge at its prevailing rates or renegotiate the rates at the end of the term stated on the front of this Agreement. If you do not wish to continue with this Agreement under the new rate, you may cancel this Agreement on 30 days prior written notice to UIS. In this case, UIS will charge you for 30 days at the previous prevailing rate before the termination of Agreement.
14. **TERMINATION AND DEFAULT.**
  - (a) The term of this Agreement will remain in effect for the period of this Agreement and may only be cancelled with the consent of both the parties. If you move, UIS must be provided with 30 days prior written notice. Your final periodic payment will then be pro-rated.
  - (b) If the front of this Agreement states that it is for a specified term and you terminate this Agreement prior to the end of that term, then UIS, at its option, may assess a cancellation charge. The cancellation charge will equal the difference between the amount you actually paid under this Agreement and the monthly service rate multiplied by the number of months that UIS agreed to provide the Services.
  - (c) UIS may terminate this Agreement for non-payment any time. If that happens, UIS shall be entitled to all unpaid service charges due for number of months remaining on this Agreement immediately before termination. In addition, UIS has the right to claim attorney's fees for collection of payments.
  - (d) If you fail to make rental equipment available to UIS for removal from your premises upon termination of this Agreement 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

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UIS its value as determined by UIS. Rental equipment will always remain the property of UIS and cannot be sold or transferred without written consent and approval of UIS.

15. **ASSIGNMENT.** This Agreement may not be assigned or delegated by any party without the prior written consent of the other party. This Agreement may only be amended or modified by a writing duly executed by the parties hereto.
16. **INDEMNITY.** To the fullest extent permitted by law, you will indemnify, defend, and hold harmless UIS from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) that relates to: (i) damage to, modification of or addition to any rental equipment due to Buyer's act or omission; (ii) Buyer's breach of this Agreement; or (iii) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the equipment or services.
17. **AMENDMENT, SEVERABILITY, WAIVER, AND SURVIVAL.** No purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by each party. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the complete and final integrated agreement between the parties in regards to the specific terms contained herein. All prior negotiations, discussions and representations are merged into this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgements, covenants and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement, unless inapplicable by their terms.
18. **FORCE MAJEURE.** Except for payment obligations, neither party will be held responsible for its obligations under this Agreement due to extraordinary events or events beyond their control, such as described by the legal term *Act of God*.
19. **GOVERNING LAW.** This Agreement shall be governed by and construed according to Texas law, without regard to its conflict of law provisions. Any dispute under this Agreement will be decided in the state and federal courts of the State of Texas and the parties consent to the jurisdiction of such courts for all purposes.
20. **The CPI Base Index:** The Base Index shall be current index as of the date of Delivery. Notwithstanding anything in otherwise stated within the contract the CPI index will be applied based on the national CPI Index to the rental/leased rate upon the anniversary of the contract. CPI exceeding 2% will be discussed with consumer prior to being applied.