



Industrial Water Purification  
(800) CAL-WATER

**Cal Water**  
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## **GENERAL TERMS AND CONDITIONS OF SALE**

**QUOTE LIMITATION** – Unless otherwise stated, quotations will be in force for sixty (60) days from the date of a proposal.

**AVAILABILITY** – Most equipment proposed can be in place and operational 1 to 4 weeks from the date the purchase order is received by CAL-Water, depending on manufacturing schedules. Cal water cannot assume any liability of any type for late deliveries. Unless otherwise stated, the equipment being purchased will be F.O.B. Placentia, California.

**WARRANTY** - CAL Water warrants that all equipment provided, other than the exceptions noted below, will be free of defects in workmanship and material for a period of one (1) year from the date of installation, barring misuse or abuse.

Exceptions: Reverse Osmosis Membranes - 30 days  
UV parts (lamps, ballast, etc.) - 30 days  
All filter cartridges - no time warranty  
No time warranty on supply type items.

**LIMITATIONS OF LIABILITY** - The liability of Cal Water with respect to any agreement or customer contract is expressly limited to the repair or replacement of the equipment and excludes any loss or damage caused by defect in or malfunction of equipment or labor. The customer hereby acknowledges that he has been instructed in the proper use of Cal Water equipment and assumes all responsibility to test the water being produced prior to using it in his process.

**LONG TERM SERVICE** - Upon customer acceptance of this proposal, CAL-Water will take responsibility for the long-term operation of the proposed system within the limitations of liability. If a problem arises in either the hardware or operation of the water purification system, no matter who is responsible, CAL-Water will handle it. If the problem is under warranty, the problem will be handled at no expense to the customer. If the problem is exclusive of any warranty, CAL-Water will handle it for CAL's current labor rate, plus parts. CAL-Water has been in business since 1946 providing this type and quality of service.

**ENGINEERING** - The proposed equipment has been engineered and sized by CAL-Water technical personnel using both proprietary and commercially available computer programs, based on information supplied by the customer. As an option, CAL-Water will include white-collar startup and/or training for customer personnel. Comprehensive systems manuals are also available.

**SUBSTITUTION** - It is agreed that it is the sole obligation of CAL-Water to provide equipment that will perform up to buyer's specifications, both in performance and aesthetics. If such performance can be obtained by substitution of materials or equipment, CAL-Water's proposal notwithstanding, that such substitution is acceptable to buyer as long as system performance as warranted by seller to buyer is not compromised.

**INSURANCE** – It is required to present to a certificate of insurance from an insurer with a minimum A.M. Best financial rating of B+ or better, with limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for general liability, automobile liability and employers liability. In addition, proof of workers compensation coverage is also required. It is required that California Consolidated Water be named as additional insured as their interests may appear on all certificates. Each party holds the other harmless for any loss occurrence not within the purview of the attendant contract.

**COOPERATION** - It is agreed by all parties to this contract that the job will be done in the most expedient manner possible. To accomplish this, all parties agree to do or provide anything *reasonable* to help get the job done properly, and on time.

**TITLE TO SERVICE EQUIPMENT** - Title to service equipment shall remain with Cal Water and at no time shall it be deemed to be affixed to the real estate. Upon termination of service, Cal Water may enter premises during usual business hours to remove service equipment without further cost to the customer. During the time Cal

Water is providing service to the customer, Cal Water may enter the premises to service or otherwise inspect its equipment during regular business hours.

**FAILURE TO RETURN SERVICE EQUIPMENT** - If the customer fails to make the service equipment available to Cal Water for removal from the customer's premises upon termination of this agreement customer agrees to pay Cal Water the fair market value of the equipment.

**MAINTENANCE** - While the customer is not responsible for ordinary wear and use of service equipment and is only responsible for Repair of damage due to misuse, negligence, freezing, fire or other catastrophe, Customer is responsible to notify Cal Water in the event that service equipment requires repair or routine servicing.

**RISK OF LOSS** - The customer shall assume full risk of loss due to fire, theft, vandalism, civil strife, acts of God, tampering and any circumstances beyond the control of Cal Water. Customers will use the service equipment for lawful purposes only. Customers shall not sell or otherwise transfer interest in the equipment without prior written consent of Cal Water.

**RESPONSIBILITY FOR OPERATION OF EQUIPMENT** - Customer acknowledges that he has read the operating instructions for the equipment, and as agent for his company will hold Cal Water harmless for any possible loss resulting from the improper use of the equipment.

**INCREASED CAPACITY REQUIREMENTS** - If the customer's water quality or water consumption changes during the term of this agreement, different or additional equipment may be required. Upon the customer's request, Cal-Water will furnish the required equipment at the customary prices then in effect, and a substitute agreement for the remainder of the term showing the new payments due will be executed.

**BILLING TERMS** - All invoices shall be paid as per the terms listed on the billing. Any invoice unpaid after 60 days shall incur a finance charge of 1 1/2% per month. In addition to agreeing to pay all finance charges incurred for delinquent payments, customer agrees to pay all reasonable costs including attorney fees for collection and/or repossession of the equipment.

**SCOPE OF INSTALLATION (When Quoted)**

- A. Experienced CAL- Water service personnel will install the proposed equipment. Once started up and accepted, unless otherwise specified herein, additional field startup and/or supervisory engineering services are not included in the selling price. However, such services are available at the per diem rate in effect at time of performance, plus all travel and living expenses. All overtime work is at time and a half except Sundays and holidays, which is double time.
- B. The installation will include setting in place, bracing and plumbing of all water purification equipment including pumps, Ultraviolet Sterilizers, Water Quality lights, Conductivity Monitors and any other powered component, ready for electrical power hookup by others.
- C. Unless specifically quoted, the installation DOES NOT include plumbing to or from the water purification pad, nor any wiring of the electrical parts, or running power to any electrical part. If required, CAL- Water can quote these services separately.
- D. Unless otherwise specified, all plumbing and valving will be schedule 80 PVC, 316 Stainless steel or rigid copper, according to the specific requirement of the application. PVDF, PE, Galvanized, 304 Stainless Steel and other types of plumbing are available as options.

Customer Accepted: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_