



CUSTOMER APPLICATION PURCHASE AGREEMENT

DATE

FULL LEGAL BUSINESS NAME

TRADE NAME / DBA

OWNER / PRESIDENT

DATE BUSINESS STARTED

REGISTERED STATE

EIN or SSN #

DUNS #

Sole Proprietorship LLC Corp

LEGAL ADDRESS

SHIPPING ADDRESS

1ST CONTACT

1ST CONTACT PHONE | 1ST CONTACT EMAIL

2ND CONTACT

2ND CONTACT PHONE | 2ND CONTACT EMAIL

IF NOT REQUESTING TERMS PLEASE LEAVE THIS SECTION BLANK

CREDIT AMOUNT REQUESTED

REQUESTED TERMS: 15 / 30 / 45 DAYS

ACH BANK NAME

ACH ROUTING # | ACH ACCOUNT #

1ST REFERENCE

1ST CONTACT NAME

1ST CONTACT NUMBER

2ND REFERENCE

2ND CONTACT NAME

2ND CONTACT NUMBER

3RD REFERENCE

3RD CONTACT NAME

3RD CONTACT NUMBER



You authorize scheduled charges to your account, concurrent with the approved terms on the due dates in which invoices are provided if no other payment arrangements have been made before the. You will be charged the amount indicated on each invoice. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an "ACH Debit". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 5 days prior to the payment being processed.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify International H2O Inc in writing of any changes in my account information or termination of this authorization at least 20 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that International H2O Inc may at its discretion attempt to process the charge again within 5 days, and agree to an additional \$125 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms here in.

ACH AUTHORIZATION SECTION

ONLY SIGN IF REQUESTED TERMS ON PAGE 1

- 1. Authority:** The owner/undersigned warrants that he/she who signs this document has the legal power, right, and authority to bind the organization he/she represents.
- 2. Amendment;** Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed and approved in writing.
- 3. Hold Harmless.** Customer shall defend, indemnify, and hold harmless International H2O Inc from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Customer, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Customers actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to International H2O Inc for all legal expenses and costs incurred by it. International H2O Inc warrants the functionality of equipment only outlined in International H2O Inc's warranty. Any property damage directly or indirectly associated with International H2O Inc products is the sole responsibility of the customer. Customer understands that fluctuations in water pressure can cause fracture to internal parts and/or cause leaks and has taken all preemptive steps to prevent any potential damages including the use of International H2O Inc Leak Locks, pressure regulators or other proven products to reduce risk of water damage, and agrees to hold International H2O Inc and any officers or employees of International H2O Inc harmless and defend International H2O Inc or any of its officers or employees from claims, costs or demands arising from any damage to customer or 3rd party associated with customer.
- 4. Notification:** Customer agrees to notify property management or owner of potential risk and International H2O Inc's position and customer has proper insurance and or agreement with 3rd part where equipment is installed of responsibility in event of any said damage.
- 5. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 6. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
- 7. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

TERMS & CONDITIONS

REQUIRED TO BECOME AN ACTIVE DEALER, DISTRIBUTOR, OR WHOLESALER

Signature	Date
Signer's Name	Signer's Title

- 8. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 9. Applicable Law.** This Agreement shall be governed by the laws of the State of Florida. Any and all disputes between the parties to this agreement shall be resolved in the appropriate court of jurisdiction within Miami-Dade County Florida.
- 10. Consent.** The owner/undersigned gives consent to release all credit history from above creditors. The undersigned acknowledges having received, understood, and agrees unconditionally to International H2O Inc Order Policy, International H2O Inc Shipping Policy, International H2O Inc Return Policy & International H2O Inc warranty together with all Terms and Conditions associated to these policies without exception.
- 11. Acceptance:** Owner/undersigned acknowledges and accepts International H2O Inc's terms and conditions in return on undersigned assuming any and all responsibility for equipment upon receipt, complete understanding of plumbing requirements, industry standards, has thoroughly trained, properly certified all employees handling products purchased from International H2O Inc under industry guidelines, and holds International H2O Inc completely harmless from any claims whatsoever, past, present or future, regardless of cause, other than International H2O Inc's responsibility clearly outlined in warranty terms and conditions.
- 12. Owner/ undersigned** will personally guarantee all payments, past, present or future indebtedness until written notice of an election to terminate guarantee is given. Owner/Undersigned agrees to pay all legal fees associated with collection and/or enforcement of any portion of this document together with 10% penalty on late payments and an additional 15% interest on any past due amounts. Entire document must be thoroughly complete before release of future orders.
- 13. Customer understands** that if proper filtration is not used with equipment can cause lime scale buildup in waterways and deterioration of stainless steel reservoirs inside of water coolers. International H2O Inc can provide certified filtration for most all applications within North America. If customer is not purchasing filtration from International H2O Inc, Customer assumes all risk of contamination in water and/or corrosion or deterioration of components. Customer also understands that International H2O Inc does not warrant filtration and does not recommend attaching systems to water supply without prior safety form from municipality supplying the water to facility.
- 14. Transfers:** Customer understands that the equipment warranty is not transferable and subject to Customer following International H2O Inc's Equipment Maintenance Guidelines mechanisms together with proper filtration and periodic filtration changes.

Signature	Date
Signer's Name	Signer's Title