



LIFETIME WARRANTY

RapidPure takes great pride in offering the highest-quality water purification products available, and we stand behind everything we make. If you experience any problems with a RapidPure product, the information below will help you with getting it repaired or replaced as quickly as possible.

LIFETIME WARRANTY

RAPIDPURE PRODUCTS ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THE LIFETIME OF THE PRODUCT PROVIDED THE PRODUCTS ARE USED ACCORDING TO RAPIDPURE'S PRODUCT SPECIFICATIONS AND INSTRUCTIONS FOR USE. RAPIDPURE'S LIABILITY IS LIMITED TO REPAIR OF, REFUND OF PURCHASE PRICE PAID FOR, OR REPLACEMENT IN KIND AT RAPIDPURE'S SOLE OPTION. RAPIDPURE'S WARRANTY COVERS ALL PARTS.

Limitations

The warranty shall not apply to any Product which has been altered. The liability of RapidPure, Inc. under the warranty shall not apply to any damage to the Products occurring during shipping.

Warranty Policy and Procedure

- All warranty claims must be in writing from the distributor stating the date of sale, the end user, a description of the defect; and must be accompanied by a purchase order from the distributor for the new part to replace the failed part.
- Upon receipt of the written warranty claim and the distributor purchase order, RapidPure, Inc. will assign a Return Material Authorization Number (RMA #) for return of the failed part and send the RMA # to the distributor. RapidPure, Inc. will ship a replacement part within five business days and send an invoice to the distributor using the purchase order given with terms net-30 days.
- RapidPure, Inc. will review the cause of failure and if the failure is a defect in quality of workmanship, material covered under RapidPure, Inc. warranty, RapidPure, Inc. will send an offsetting credit to the distributor. If the failure is not covered under RapidPure, Inc. warranty, the invoice must be paid in accordance with the net 30-day terms.
- RapidPure, Inc. will provide an explanation of the basis for any denial of warranty coverage. The distributor shall retain the Product for inspection by RapidPure, Inc. or its agent, or, if so instructed by RapidPure, Inc., return the Product at the expense of RapidPure, Inc. Once credit is given for any Product, the distributor may destroy the Product unless RapidPure, Inc. has required or requests return of the Product. RapidPure Inc. will pay any freight costs associated with the return of defective Product to the factory. Any credit given by RapidPure, Inc. for defective products shall be for the corresponding amount per Product paid by the distributor, by credit memo for credit against payment on future invoices or by refund at the election of RapidPure, Inc.

RapidPure, Inc.

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GET CONNECTED! Log on to our website to learn more about our products and service. Products patented. Visit RapidPureUSA.com for information.





Terms and Conditions

TERMS

Terms: Credit Card or N-30 with Approved Credit

IF PAYMENT IS APPLIED ON A CREDIT CARD FOR PURCHASES OVER \$1000.00 A 2% SERVICE FEE APPLIES. A LATE CHARGE OF 1-1/2 % WILL BE ADDED TO AMOUNTS 30 DAYS PAST DUE UNLESS OTHERWISE AGREED UPON.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

CONDITIONS OF SALE

- 1. GENERAL** Unless otherwise expressly agreed in writing by a duly authorized representative of RapidPure Inc. these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean RapidPure Inc. and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by RapidPure Inc. Orders shall be subject to acceptance at the RapidPure Inc. principal corporate office in Lakeland, Minnesota.
- 2. DELIVERY** Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by any reason of any of the contingencies set forth below RapidPure Inc. may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. RapidPure Inc. reserves the right to make delivery in installments.
- 3. SECURITY AND RISK OF LOSS.** Upon request from RapidPure Inc., Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of RapidPure Inc. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.
- 4. PAYMENT** If Purchaser fails to pay any invoice when due, RapidPure Inc. may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice. A service charge of the lesser of 1 1/2 % per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of RapidPure Inc., constitute a default in addition to all other remedies RapidPure Inc. may have under these conditions of sale or applicable law. If, in the judgment of RapidPure Inc., the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, RapidPure Inc. may require payment in advance or cancel any outstanding order, whereupon RapidPure Inc. shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date RapidPure Inc. is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required of RapidPure Inc. by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments.
- 5. FORCE MAJEURE** RapidPure Inc. shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser. Compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

6. **LIMITATION OF LIABILITY IN NO EVENT SHALL RapidPure Inc. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES**, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether an account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. The liability of RapidPure Inc. on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contractor the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product-covered by or furnished under this contract shall in no case exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim. All causes of action against RapidPure Inc. arising out of or relating to this contract of the performance hereof shall expire unless brought within one year of time of accrual thereof.

7. **PRICES** Prices to the Purchaser shall be the RapidPure Inc. price in effect at time of order. RapidPure Inc. may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices. This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser. This price does not include any Federal, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse RapidPure Inc, its subcontractors or suppliers any such taxes which RapidPure Inc., its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser. The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

8. **INFORMATION FURNISHED PURCHASER** Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of RapidPure Inc. and may not, without its consent, be copied or communicated to a third party.

9. **PATENT INDEMNITY** To the extent that any Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that RapidPure Inc. is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design instructions, modification, combination, performance or production, a suit or proceeding is brought against RapidPure Inc., Purchaser agrees to indemnify RapidPure Inc.

10. **ASSIGNMENT** Any assignment of this contract, or any rights hereunder. Without prior written consent RapidPure Inc. by a duly authorized representative thereof shall be void.

11. **TERMINATION** Any order or contract may be canceled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by RapidPure Inc.

12. **PARTIAL INVALIDITY** If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

13. **REMEDIES** The remedies expressly provided for in these conditions shall be in addition to any other remedies which RapidPure Inc. may have under the Uniform Commercial Code or other applicable law.

14. **ENTIRE AGREEMENT** The conditions and terms set forth in this Agreement represent the entire agreement and understanding by and between Seller and Purchaser and shall be construed and governed by the laws of the State of Minnesota.

15. **BINDING EFFECT** This Agreement shall be binding upon the parties, their agents, successors and assigns.

16. **ARBITRATION** If any dispute would arise between the parties which the parties can not settle, either party may submit the dispute to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Both parties agree to be bound by the arbitrators decision. Arbitration shall be conducted in Minneapolis, Minnesota or St. Paul, Minnesota.

17. **FORUM** Any and all disputes, concerns and contracts shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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