

## TERMS AND CONDITIONS

These terms and conditions (the "Terms") govern your use of the Site and your purchase of any products or services from APEX Smart Water Solutions ("APEX", "we", "us" or "our").

By accessing the Site, you agree to be bound by these Terms. If you do not agree to these Terms, you should not access or use the Site.

## PRODUCT DESCRIPTION

APEX provides water treatment solutions and products to remove contaminants and other substances from water. However, please note that the contaminants or other substances that can be removed by Puronics (our product/s) are not necessarily present in your water. We make no guarantees or representations that our products will remove all contaminants or substances from your water.

## PRODUCT PERFORMANCE

Our products require operational maintenance and replacement requirements to perform as advertised. It is your responsibility to follow the maintenance and replacement schedule recommended by APEX to ensure optimal performance of the product.

## ACTUAL SAVINGS

Actual savings achieved with the use of our products are dependent on your particular spending habits and usage levels. We make no guarantees or representations that the use of our products will result in any specific amount of savings.

## PRODUCT AVAILABILITY

All products displayed on the Website are subject to availability. APEX Smart Water Solutions reserves the right to modify or discontinue any product at any time without prior notice. Prices and promotions are subject to change without notice.

## SAME-DAY and NEXT DAY (24-48 HR) INSTALLATION GUARANTEE:

The Same-Day and Next Day Installation guarantee is for Pre-Plumbed Homes only and is subject to photos being sent or collected for material requirement purposes. Homes not plumbed are subject to a site survey. This guarantee is promised if the purchased product is available and in stock. APEX Smart Water Solutions reserves the right to cancel the guarantee if unforeseen circumstances arise.

## 60-DAY TRIAL PERIOD::

The trial period is reserved for Pre-Plumbed Homes only and is subject to photos being sent or collected for material requirement purposes. Homes not plumbed are subject to a site survey to determine eligibility or if any non-refundable labor charges would be necessary. This trial is offered if "trial equipment" is available and in stock. Trial equipment may differ from final equipment selection. Trial Period applies to softening vessels "POE" Equipment ONLY. APEX Smart Water Solutions reserves the right to cancel the trial and apply any related charges if unforeseen circumstances arise.

## INTELLECTUAL PROPERTY

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## GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

## CHANGES TO TERMS

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. Your continued use of the Site after any changes are made to the Terms shall constitute your acceptance of those changes.

## CONTACT US

If you have any questions about these Terms or the Site, please contact us at [info@getAPEXsmart.com](mailto:info@getAPEXsmart.com).

