

Water Warehouse Terms and Conditions of Use
PLEASE READ THESE TERMS AND CONDITIONS OF USE ("USER AGREEMENT") VERY CAREFULLY.

TERMS AND CONDITION OF SALE

TERMS AND CONDITION OF USE

BY VISITING, BROWSING, SHOPPING, ACCESSING OR OTHERWISE USING THIS WEB SITE (THE "SITE") OPERATED BY Water Warehouse YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Important Information About This Legal Contract

You agree to this User Agreement, and all of its terms and conditions, by visiting, browsing, shopping, accessing or otherwise using the Site. These terms and conditions are subject to change without prior notice at any time, in Water Warehouse's sole discretion. By visiting, browsing, shopping, accessing or otherwise using the Site after a change has been posted to the Site, the Customer accepts that change. Customers should check this User Agreement and the Privacy Pledge frequently

Acceptance of Contract Terms

This User Agreement, and all of its terms and conditions, constitute a legal contract between you and Water Warehouse (References to "you" or "your" shall relate to a customer of Water Warehouse or other party that visits, browses, shops, accesses or otherwise uses the Site (the "Customer"); references to "Water Warehouse" shall relate to Water Warehouse and its affiliates.) By visiting, browsing, shopping, accessing or otherwise using this site ("Site"), you acknowledge that you have read, understood, and agree to be bound by this User Agreement and comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to this User Agreement, as it may be changed by Water Warehouse from time to time, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States copyright law and international treaties. This Site is controlled and operated by Water Warehouse from its offices within the United States. Water Warehouse makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is not authorized. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the state of CA without regard to conflict of law rules. You consent to jurisdiction of the federal and state courts located in USA County, CA to hear any such claims.

Access, Interference and Linking

Water Warehouse grants you a limited license to access and make personal use of the Site and not to download (other than page caching) or modify it, or any portion of it, except as provided below under "Use Restrictions," or with express written consent of Water Warehouse.

The following activity on the Site is expressly prohibited: Any non-personal or commercial use of any robot, spider, other automatic device, or manual process to monitor or copy portions of the Site or the content contained herein without prior written permission by Water Warehouse; collection or use of any product listings, descriptions, or prices, from the Site for the benefit of another merchant that supplies products competitive with or comparable to those offered on the Site; and, Any use of, visits to, or other action that imposes an unreasonable or disproportionately large load on the Site, or otherwise interferes with its proper and timely functioning.

Any unauthorized use terminates the license granted by Water Warehouse.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Site so long as the link does not portray Water Warehouse, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Water Warehouse logo or other proprietary graphic or trademark as part of the link without express written permission.

Water Warehouse does not review or control third-party sites that link to or from the Site, and is not responsible for the contents of any third-party sites linked to or from the Site.

Use Restrictions

The copyright in all material provided on this Site is held by Water Warehouse or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Water Warehouse or the copyright owner. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded or printed materials. You also may not, without Water Warehouse 's prior written permission, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. All trademarks and registered trademarks are the sole property of their respective owners. Photographs courtesy of respective manufacturers. Water Warehouse and the Circle of Service logo are trademarks of Water Warehouse Copyright © 2002 Water Warehouse.

Microsoft and the Passport Logo are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries and are used under license from Microsoft.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL Water Warehouse BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE, EVEN IF Water Warehouse OR A Water Warehouse AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Arbitration

By accessing the Site and using the information therein available and/or by purchasing any products or services made available through this Site, you agree with Water Warehouse, its service providers, agents, employees, successors, assigns, affiliates, parents, subsidiaries and any content provider or offer or of goods or services on this Site or through any other associated activity, that ANY CLAIM OR DISPUTE UNDER THE USER AGREEMENT AND ANY CLAIM OR DISPUTE THAT YOU MAY HAVE AGAINST ANY OF THESE PERSONS OR ENTITIES, WHETHER RELATED TO THE DESCRIBED TRANSACTIONS OR OTHERWISE, INCLUDING THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION under the Code of Procedure of ARBITRATION-FORUM.COM (the "Code") in effect at the time the claim is filed. The Code is available at <http://www.arbitration-forum.com> or can be obtained by calling 1-800-753-9448. Notwithstanding any choice of law provision included in this User Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16) and the New York Convention on the Enforcement of Arbitration Awards (9 U.S.C. §§ 201-208 or as codified in the jurisdiction where enforcement of the award is sought). Hearings shall be held as provided by the Code and if any In-person Hearing is required, it shall be held in Elk Grove, CA. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

Privacy

Please review our Privacy Notice, which also governs your visit to this Site.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use the Site only with a parent or guardian. Water Warehouse reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

Communications to Water Warehouse

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by Water Warehouse for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, Water Warehouse is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Water Warehouse or the Site for any purpose whatsoever, including but not limited to developing, manufacturing and

marketing products using such information.

Copyright Complaints

If you believe that your work has been copied in a way that constitutes copyright infringement, please contact:

Water Warehouse
7119 Elk Grove Blvd
Elk Grove CA, 95758
Phone: 916-684-3678
Fax: 916-684-7315

Email: <mailto:waterwarehouse@pacbell.net>

Disagreement with These Terms and Conditions

If you disagree with any of the terms and conditions of this User Agreement, please do not visit, browse, shop, access or otherwise use this Site.

Water Warehouse Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ("SALE AGREEMENT") VERY CAREFULLY.

THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH Water Warehouse. IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN).

Important Information About This Legal Contract

This Sale Agreement is a legal contract between the Customer and Water Warehouse. The Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on the Site. (References to "you" or "your" shall relate to the Customer; references to "Water Warehouse" shall relate to Water Warehouse and its affiliates.) The terms and conditions of this Sale Agreement are subject to change without prior notice, except that the terms and conditions posted on the Site at the time the Customer initially places or modifies an order will govern the order in question.

This Sale Agreement constitutes the entire agreement between the Customer and Water Warehouse relating to the purchase or sale of goods or services on the Site. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased or sold on the Site in a writing signed by Water Warehouse. Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Water Warehouse at the address provided below.

In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.

Governing Law

THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. THE CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN USA COUNTY, CA FOR PURPOSES OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS SALE AGREEMENT.

Title; Risk of Loss

Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time title passes to the purchaser. Loss or damage that occurs during shipping by a carrier selected by Water Warehouse is Water Warehouse's responsibility. Loss or damage that occurs during shipping by a carrier selected

by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).

Export Sales

If goods herein being purchased are being purchased for purposes of export, the Customer must obtain from the federal government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void for goods exported outside the United States. The Customer should inquire further regarding any questions. Any and all liability is only for the products purchased.

General Legal Disclaimer

Water Warehouse HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY Water Warehouse IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Internet Disclaimer

Internet connectivity requires access services from an Internet access provider. Contact your local access provider for rates, terms and conditions.

56K Disclaimer

56K modems are capable of 56Kbps downloads, however, current regulations limit download speed to 53Kbps.

Third-Party Product and Y2K Disclaimer

All products sold by Water Warehouse are third party products and are subject to the warranties and representations of the applicable manufacturers, including but not limited to Y2K compliance. Accordingly, Water Warehouse makes no representation or warranty with respect to the Y2K compliance of products sold.

Pricing and Information Disclaimer

All pricing subject to change. For all prices, products and offers, Water Warehouse reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. High volume bids are welcome!
While Water Warehouse uses reasonable efforts to include accurate and up-to-date information on the Site, Water Warehouse makes no warranties or representations as to the Site's accuracy. Water Warehouse assumes no liability or responsibility for any errors or omissions in the content on the Site.

Limitation of Liability

Water Warehouse WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. Water Warehouse WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, Water Warehouse IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS AGREEMENT.

Arbitration

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) arising from or relating to this Sale Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Sale Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Sale Agreement), Water Warehouse's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under the Code of Procedure of ARBITRATION-FORUM.COM (the "Code") in effect at the time the claim is filed. The Code is available at <http://www.arbitration-forum.com> or can be obtained by calling 1-800-753-9448. Notwithstanding any choice of law provision included in this Sale Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16) and the New York Convention on the Enforcement of Arbitration Awards (9 U.S.C. §§ 201-208 or as codified in the jurisdiction where enforcement of the award is sought). Hearings shall be held as provided by the Code and if any In-person Hearing is required, it shall be held in Elk Grove, CA. Judgment

on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

Orders; Payment Terms; Interest; Taxes

Orders are not binding upon Water Warehouse until accepted by Water Warehouse. Terms of payment are within Water Warehouse's sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Water Warehouse may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. The Customer is responsible for sales and all other taxes associated with the order.

Freight Policy

Shipping and handling charges on all orders vary; contact your Water Warehouse account manager for our most current and competitive rates, options and shipping specials. For the Customer's protection, we ship only to the verified billing address of the Customer's credit card. In some circumstances, international shipping may be available. Call for details.

Return Policy

The following refund policy applies to all products except those stating their own refund policy with the product description:

- Water Warehouse offers a 30 days return policy on selected items based on manufacturer return policies. For further information not listed, please contact your Water Warehouse account manager.
- Please call 916-684-3678 or e-mail our Returns Department at kward@msn.com to obtain a Return Merchandise Authorization (RMA) number before shipping your product. NO returns of any type will be accepted without an RMA number. For faster service, please have the following information on hand when calling for an RMA number: customer name, invoice number, serial number and nature of the problem.
- All products returned MUST: be 100 percent complete, contain ALL original boxes and packing materials, have original UPC codes on the manufacturer boxes, contain all manuals, blank warranty cards and other accessories and documentation provided by the manufacturer.
- You are responsible for shipping charges on returned items; Water Warehouse will match your shipping method on your replacement or exchange item(s).
- Water Warehouse strongly recommends you fully insure your return shipment in case it is lost or damaged and you use a carrier that can provide you with proof of delivery for your protection.
- If merchandise arrives damaged: it is best to REFUSE it back to the carrier attempting delivery. If you accept the package make sure it is noted on the carrier's delivery record in order for Water Warehouse to file a damage claim. Save the merchandise AND the original box and packing it arrived in, notify Water Warehouse immediately to arrange for a carrier inspection and a pick up of damaged merchandise. If you do not notify Water Warehouse of damaged goods within the first 15 days of arrival, our regular return policy will override any claim of damage, and will fall under all current manufacturer restrictions. Call 916-684-3678 or your Water Warehouse account manager to arrange for carrier inspection and a pick up of damaged merchandise.
- DEFECTIVE returns can be returned directly to Water Warehouse within 30 days from the invoice date, at Water Warehouse's discretion for: credit, replacement, exchange or repair.
- Manufacturer restrictions do apply and are outlined in our detailed policy. Any item that is missing the UPC can ONLY be replaced with the same item. After 30 days, all manufacturers' warranties apply.
- NON-DEFECTIVE returns can be accepted directly by Water Warehouse within 30 days from the invoice date, at Water Warehouse's discretion for: credit, exchange. All NON-DEFECTIVE returns are subject to a 15 percent restocking fee.
- Due to manufacturers' policies, Water Warehouse cannot accept returns of the following items for exchange, replacement or credit FOR ANY REASON: (Water Warehouse exceptions). DEFECTIVE merchandise can be returned for REPAIR ONLY to: Water Warehouse, the manufacturer direct or any authorized service center in your area. Additional manufacturers may be added to this list as: manufacturer policies change, manufacturer goes out of business or in the case of specially ordered items.

Water Warehouse reserves the right to authorize product returns beyond 30 days from the invoice date. Original shipping charges are refunded on returned items. Customers are responsible for all shipping charges back to Water Warehouse on returned items, and Water Warehouse will pay the shipping charges on the replacement or

exchange item(s) going back.

Credit Cards

Credit card charges are processed online after ordering the products and/or services.

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7119 Elk Grove Blvd
Suite 131
Elk Grove, CA 95758
United States
Ph: 916-684-3678
Fax: 916-684-7315

Privacy Policy
Water Warehouse Privacy Policy Detailed Review...

What Information We Gather or Track

Information on general usage and any optional personal details you provide to us will be used to provide you with enhanced features. The following are details of the information we collect:

- Water Warehouse collects data so that we may display personalized content to our visitors. Additionally, usage information may be analyzed so that we can judge our system's performance or execute your customized features.
- We may collect information from customers and visitors to our Web site. This information allows us to process orders from customers by collecting their First Name, Last Name, eMail, Password, Credit Card Number, Expiration Date, Billing Address and Shipping Address. Other information such as Date, Time and IP address is also collected.
- Your browser offers so-called "cookies" which -- if you allow their use -- store small amounts of data on your computer about your visit to any of our sites. Cookies assist us in tracking which of our features you like best. Cookies can enable us to customize our content according to your preferences. However, cookies tell us nothing about you personally unless you specifically give us the requested additional information.

What We Do with Collected Information

- From time to time we extend various offers through our partner companies. These may include news or additional details on their products and services. Your personal preferences or usage history may result in your being offered special screens or products. Some personal information, such as eMail, may be shared with a partner company, but only when you have previously agreed to the transfer.
- We produce aggregate reports for advertisers. For example, we tell advertisers how many people saw or clicked on an ad and additionally, how many people saw or clicked on ads in different portions of our service. Where available, we may offer additional information about viewer characteristics. However this does not include personally identifiable information about you or your online usage patterns. Our advertisers allow us to provide our service to you. In return, they need to know how to effectively place their ads to potential customers.
- Water Warehouse may send a newsletter to our Users. If you would like to stop receiving the newsletters you may unsubscribe by removing your account.

Who Can Use Collected Information and How

- As mentioned in our "What We Do With Collected Information" section, we provide our advertisers with aggregate reports on advertising activity.
- Please be aware that if you voluntarily disclose information online, personal or otherwise, that information can be collected and used by others. Water Warehouse will have no means to control this.

Our Disclosure of Your Information

- Water Warehouse does not sell or commercially make available specific information about its Users or Users other than in aggregate form, except in cooperation with law enforcement bodies in regards to content violations or violations of applicable laws.

Our Security Measures

- Water Warehouse uses Secure Socket Layer (SSL) to encrypt payment information and User data against unauthorized access. However, we cannot be responsible for how third parties, whose links appear on our site, use your information. You should know that no data transmission is one hundred percent guaranteed against eadropping. Because your site is ultimately protected by you and your password, much of your information security is up to you.
- Water Warehouse has implemented additional precautions to ensure the privacy of your personal information. We have a strict firewall in place which does not allow any outside access. Access in the company is limited to only individuals who need to be able to see customer data in order to perform their job functions, such as the billing department. Important personal data is backed up on the network to help insure its integrity.

Your Choices

- You may choose not to receive special offers and discounts simply by not registering for any special deals and offers when you sign up. If you signed up for special offers and now wish to unsubscribe, you may do so at any time by replying to the unsubscribe link contained in those mailings.

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