

Draper, Utah 84020
Office:
Email:
Website:



PURCHASE ORDER

INSTALL
DATE/TIME: _____

Confirmation Code: _____

CLIENT 1: _____ D.O.B. ___/___/___ SOC # ___ - ___ - ___ DL # _____ ISS ___/___/___ EXP ___/___/___

Job/Title: _____ WK T.O.J. _____ Gross Annual \$ _____

Cell # (____) _____ - _____ Other Phone # (____) _____ - _____ Email: _____

ADDRESS: _____ City _____ Zip _____ Years at Address: _____ House Payment: \$ _____

CLIENT 2: _____ D.O.B. ___/___/___ SOC # ___ - ___ - ___ DL # _____ ISS ___/___/___ EXP ___/___/___

Job/Title: _____ WK # _____ T.O.J. _____ Gross Annual \$ _____

Cell # (____) _____ - _____ Other Phone # (____) _____ - _____ Email: _____

BUYER'S ORDER

In exchange for the included items, Buyer agrees to the following:
 ___# of names and #'s for phone survey Email a testimonial letter
 Confidentiality of consultation and systems Yard sign for 30 days

(External water upgrades)

- WaterMax Quad media PROTECTION: Hague BEQ \$ _____
- Chlorine and Trihalomethane PROTECTION: Coconut shell \$ _____
- MICRO—B10 SHIELD PROTECTION: UV LIGHT \$ _____
- Regular Water Softener: _____ \$ _____

(Internal water upgrades)

- TOTAL REMOVAL: Custom R.O. Drinking System \$ _____
- Disconnect and reinstall system/RESET PROGRAM included NOT included
*exclude water system from contract on home *must provide name and phone # of new homeowner prior to moving out.
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- TOTAL** \$ _____

TEST RESULTS

WATER TEST RESULTS:

_____ ppm Chlorine (C12)
_____ gpg Calcium/Magnesium
_____ ppm T.D.S
_____ psi Pressure Test
_____ # in household

Custom RO TAP: brushed nickel chrome

Home type: standard slab mobile

Basement: finished unfinished partial

Source of lead: _____

PHASE 1: _____

PHASE 2: _____

PHASE 3: _____

Notes: _____

PAYMENT TYPE

- Buyer intends to seek financing for this transaction offered by _____ or private financing. All financing terms offered by _____ are detailed on the buyer's copies of the finance agreement disclosures possibly emailed. (voided check)
- Credit Card: MC - AMEX - VISA - DISCOVER - PAYPAL # _____ p. _____ cvc _____
- Personal or Business check # _____ Bank _____

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER.

- § 1 **THIS AGREEMENT.** This PURCHASE ORDER AGREEMENT (this "Agreement") is entered into between _____ LLC, a Utah limited liability company (_____ and the client(s) identified below on this signature page ("Buyer"), _____ and Buyer are sometimes collectively referred to herein as the "Parties" and may be individually referred to as a "Party." This Agreement is effective as of the date of last signature below (the "Effective Date").
- § 2 **PRIVACY POLICY.** Pursuant to 15 USCS § 6801, and Utah Code Ann. §§ 13-44-201, 13-45-301, _____ shall to the fullest extent reasonably possible "insure the security and confidentiality of [Buyer's] records and information . . . protect against any anticipated threats or hazards to the security or integrity of such records . . . [and] protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to [Buyer]." Additionally, _____ shall "prevent unlawful use or disclosure of personal information collected or maintained in the regular course of business; and [in the manner described in § 13-44-201(2)] destroy, or arrange for the destruction of, records containing personal information that are not to be retained by the person."
- § 3 **RIGHT TO CANCEL.** Buyer may cancel this transaction in the manner heretofore described in Utah Code Ann. § 13-11-4(3), and by providing written notice to _____ in person, by telegram, email, or mail; text messages or voicemails will not be accepted. This notice shall explicitly, conspicuously, and unambiguously indicate that Buyer does not want the goods and/or services, and must be postmarked on or before midnight of the third business day after the Effective Date to be valid. For the purposes of this section, a "business day" excludes weekends and federal holidays. If Buyer decides to cancel this transaction, _____ shall return to Buyer all monies spent by Buyer on the goods and/or services described in this Purchase Order, including any down-payments made by Buyer.
 - a. **Compensation.** Within thirty (30) days after the date of cancellation, Buyer shall compensate _____ for all fair and reasonable costs accrued during the course of the work done; including but not limited to installations, materials, hours worked, filter services, and/or other labors. At its sole discretion, _____ shall calculate these costs according to that which is typically charged in the market by professionals engaging in similar work. If full payment is not made in compliance with this section, Buyer may be assessed a late charge equal to 1.5% of the unpaid amount per month, or the maximum limit permitted by law, whichever is less.
- § 4 **PAYMENT.** All balances are due prior to installation unless otherwise agreed in writing and shown on this Purchase Order. When applicable, Buyer authorizes _____ to run its credit for approval for financing, which is conditional on Buyer's credit worthiness and may be submitted to multiple credit lenders to find the best rates for both Buyer and _____. If approval for financing is found, and the installation is complete, Buyer shall complete the necessary paperwork, phone verification(s), and all other pertinent processes, if any, to complete the requested financing option(s); additionally, Buyer shall perform such necessary processes within a reasonable time so as to expedite to the fullest extent possible the finalization of the transaction. In witness WHEREOF, failure on the part of Buyer to comply with this Section and/or Subsections shall be considered a breach of Buyer's implied duty of good faith and performance.
 - a. **Default.** *In re* § 3: If Buyer fails to pay all balances within a reasonable and/or agreed upon time after installation, _____ shall in writing give Buyer an explicit, conspicuous, and unambiguous notice of delinquency, whereupon, after Buyer has been given a reasonably long enough time to receive and review this notice, _____ shall be entitled to take possession of the goods, and Buyer shall pay _____ costs, which include without limitation the cost of installation; the cost of any commissions paid to _____ agents; the cost of any products furnished by _____ to be used in conjunction with the goods; depreciation; attorney's fees; and related reasonable costs incurred by _____ to recover any amounts due.
 - b. **Interest.** Pursuant to Utah Code Ann. § 15-1-1(2): Should any sum required by this Purchase Order not be paid on the date specified herein, it may, at _____ sole discretion, draw interest at 10% per annum, or the maximum allowed by law.
- § 5 **WARRANTIES. *Caveat Emptor.*** THE GOODS AND/OR SERVICES ARE PROVIDED "AS IS" AND _____ PROVIDES NO WARRANTIES THEREOF, EITHER EXPRESSLY OR IMPLIEDLY, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND _____ SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES OR ANY SERVICE PROVIDED HEREUNDER, TO THE EXTENT SUCH WARRANTIES ARE APPLICABLE. _____ DISCLAIMS ANY WARRANTIES CREATED BY A COURSE OF DEAL, COURSE OF PERFORMANCE, OR TRADE USAGE.
 - a. **Manufacturer Warranty.** Buyer may, depending on the manufacturer(s) of the goods, be entitled to a factory warranty from _____ supplier(s); however, said warranty is exclusively between the manufacturer and Buyer, and shall in no way, shape, form, nor under any circumstance, be within _____ scope of responsibility with Buyer. _____ provides no warranties, either expressly or impliedly, either in fact or by operation of law, statutory or otherwise, as to any aspect of any manufacturer warranty. _____ shall be under no obligation to mediate, nor to be in any way involved in any part of Buyer's warranty relationship with manufacturer.
 - b. **Additional Equipment.** If the quality of the water supply changes and/or household water consumption increases, additional equipment may be necessary to reach Buyer's desired quality of water. _____ makes no promises or warranties as to the performance of the equipment if such a change occurs; _____ shall not be responsible for the equipment's performance in such circumstances. Buyer shall be fully responsible for any changes of equipment it may desire to make, and Buyer understands that it shall pay all costs associated thereto. Furthermore, _____ shall be under no duty to provide such equipment or any associated goods and/or services thereof.
- § 6 **LOCATION.** The location of the equipment will be determined by the Installation Specialist, using the Buyer's preferences if possible.
- § 7 **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Bar Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having appropriate and competent jurisdiction thereto.
 - a. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Utah, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial.
 - b. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover actual reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- § 8 **MERGER CLAUSE.** This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant contractual provisions. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

The Parties acknowledge receiving a copy of, reading, understanding, and agreeing to ALL terms and conditions set forth in this Agreement.

Client 1 authorization: _____ Date: ___/___/___

Client 1 authorization: _____ Date: ___/___/___

_____ authorization: _____ Date: ___/___/___