



NOTICE TO PURCHASERS:

1. The purchase order which appears below is EcoloBlue's Digital Signature Online Purchase Order for orders for the EcoloBlue26, EcoloBlue30, EcoloBlue30S and other EcoloBlue products. Your use of this order to purchase and receive an EcoloBlue product will facilitate and significantly speed processing of your order, although it will not accelerate post-processing delivery time of the unit to the designated delivery address when the EcoloBlue product is back-ordered due to unanticipated consumer demand. All orders are processed in order of receipt. **Your commencement of the order process by use of this Online Purchase Order constitutes your consent to conduct the transaction electronically.**

However, you are not obligated to order a Atmospheric Water Generator solely through this electronic method of purchase, order confirmation, and receipt issuance associated with the below Digital Signature Online Purchase Order. **You have a legal right to effect this purchase transaction totally on paper.** Should you desire, you may contact EcoloBlue Customer Service at 1-800-691-6043, and a paper Purchase Order will be e-mailed in printable form (Adobe pdf), faxed to you, or mailed to you. In addition, after commencing a purchase electronically, **you have the right to contact EcoloBlue** either electronically by e-mail or facsimile, by telephone call to an EcoloBlue Customer Service representative, or in writing by United States first class mail or by overnight mail or courier (e.g., FedEx) delivery service, and **to withdraw further consent, as to your already-commenced electronic transaction, to have records created and transmitted electronically**, and to have the records of your purchase transaction instead provided to you, without additional cost, in paper form, including all future records and those as to which you have already received an electronic



receipt. After commencing your order you may also cancel your order for the EcoloBlue Atmospheric Water Generator electronically, or by paper transaction in the event you have notified EcoloBlue of your desire to terminate electronic communications with respect to this purchase of the EcoloBlue Atmospheric Water Generator, in the manner specified above, and to switch to paper transactions, **subject to the time limitations, conditions, and cancellation fees posted elsewhere on the EcoloBlue website, which govern all customer purchase transactions, regardless of the manner in which they are commenced.**

3. You may also update your electronic records by logging into your account at <http://www.ecoloblue.com/user> at any time. If you have initiated your purchase using paper records or chosen to switch to paper records after initiating your purchase electronically, you may update your records by calling customer service at the above telephone number or by writing to EcoloBlue at: 3109 Grand Avenue - Suite 423, Miami, Florida 33133.

4. Consents and withdrawals of consent to electronic transaction with EcoloBlue pertain **separately to each transaction commenced by the customer.** The manner of commencing the transaction is designated by either the electronic or paper Purchase Order Number allocated to the purchase by EcoloBlue.

5. The completion by customer of an EcoloBlue Electronic Order Form and transmittal to EcoloBlue of an electronic order accompanied by performance of electronic payment authorization accepted by EcoloBlue through this website shall constitute purchaser's consent to such electronic method of order placement.

6. Any change in the software requirements for access to electronic records maintained by EcoloBlue shall be posted on the EcoloBlue website.



Customer has **the right, following a transition by EcoloBlue to a software platform not supported by Customer's computer equipment, to withdraw consent to further electronic records transmittal** without cost to the Customer or alteration in the commercial relationship of purchaser and seller to which the transaction or transactions of Customer with EcoloBlue have given rise.

7. Electronic records issued hereunder shall observe and have the same temporal relationship to the transaction as a similar transaction accomplished solely through the exchange of paper between Customer and EcoloBlue, in that no time period otherwise applicable shall be shortened or lengthened with respect to either the Customer or EcoloBlue.

8. **The legal effectiveness, validity, or enforceability of any contract executed by a Customer shall not be denied solely because of the failure to obtain electronic consent or confirmation of consent by that Customer.**

9. Withdrawal of electronic transaction consent by a Customer shall not affect the legal effectiveness, validity, or enforceability of electronic records provided or made available to that Customer in accordance with Paragraph 1 prior to implementation of the Customer's withdrawal of electronic transaction consent. A Customer's withdrawal of electronic transaction consent shall be effective within a reasonable period of time after receipt of the withdrawal by EcoloBlue. Failure to comply with the provisions of Paragraph 6 may, at the election of the Customer, be treated as a withdrawal of electronic transaction consent for purposes of this Paragraph.

10. Nothing in this subchapter affects the content or timing of any disclosure or other record required to be provided or made available to any Customer under any statute, regulation, or other rule of law.



11. The legal effectiveness, validity, or enforceability of any contract executed by the Customer shall not be denied solely because of the failure of EcoloBlue to obtain electronic transaction consent or confirmation of consent by that Customer.

12. An oral communication or a recording of an oral communication shall not qualify as an electronic record for purposes of this subsection except as otherwise provided under applicable law.

13. A requirement to retain a contract or other record in accordance with Paragraph 1 does not apply to any information whose sole purpose is to enable the contract or other record to be sent, communicated, or received.

14. The Customer's electronic signature on this electronic Purchase Order must consist ONLY of letters of the English alphabet, or Arabic numerals, or both, with appropriate spaces and commas, periods, apostrophes, or hyphens for punctuation. The person signing the correspondence **must personally insert the electronic signature** with a first single forward slash mark **immediately before** (no spaces), and a second single forward slash mark **immediately after** (no spaces), the electronic signature (*e.g.*, /James T. Jones, Jr., M.D./).

14. The Customer's information is never shared with or transfer to **any 3rd party**.

The signer's name must be presented in **printed or typed form** immediately below the electronic signature. Therefore, were Dr. James T. Jones, Jr. purchasing the Atmospheric Water Generator, the electronic purchase order would be signed as follows, with all typing **performed personally by James T. Jones, Jr., M.D.:**

/James T. Jones, Jr., M.D./

James T. Jones, Jr., M.D.



The person inserting a signature under the above instructions as an order for the EcoloBlue Atmospheric Water Generator certifies that the inserted signature appearing in the document is **his or her own signature. Therefore, a digitally signed order can never be made by one person for or on behalf of another, even with the permission of that other person to enter into the purchase order on behalf of the ordering person and permission to authorize a credit charge for that person.**

Order for Purchase of EcoloBlue Atmospheric Water Generator(s)

Order No. _____

To: EcoloBlue, Inc., 3109 Grand Avenue - Suite 423, Miami, Florida 33133

_____, Buyer, whose address and signature appear below, agrees to purchase from EcoloBlue, Inc., 3109 Grand Avenue - Suite 423, Miami, Florida 33133, the Seller, the goods described in Paragraph 1, below, of this offer, upon the following terms and conditions. The Buyer and the Seller are the Parties hereto, and each of them is a Party. The Purchase Order consists of this purchase document, the Limited Product Warranty, the Items Excluded from Warranty, the Disclaimer of Implied Warranties and Limitation of Remedies, and the Instructions for Returns, all of which together constitute the terms of purchase.

1. *Description of Goods.* Seller shall transfer and deliver to Buyer the following products and quantities of Seller's products: ____ (quantity) EcoloBlue Atmospheric Water Generator, Model 28; ____ (quantity) EcoloBlue Atmospheric Water Generator, Model 30; ____ (quantity) EcoloBlue Atmospheric Water Generator, Model 30-S (hereinafter, collectively, the "Goods"). The Goods shall be covered by a performance and operation warranty and a manufacturer's warranty against defects in materials, manufacturing, and assembly, for a period of 1 (ONE) year from the date of delivery to Buyer, except for consumable and maintainable components of the Goods, as specified in the Operation Manual and as set forth below.



2. *Time of Delivery.* The date of delivery will be within 30 (THIRTY) days following clearance of Buyer's payment in full for the Goods.

3. The Goods shall be delivered F.O.B. buyer's residence or office location.

4. *Method of Tender.* At least 24 (TWENTY-FOUR) hours prior to the date of intended delivery, Seller will notify Buyer, at the telephone number and e-mail address Buyer has provided to Seller, of the approximate time of delivery of the Goods. At any time following clearance of Buyer's payment method for the Goods, Buyer may arrange with Seller for delivery at a particular date convenient to Buyer, and Seller will exercise all efforts to accommodate that delivery date.

5. *Risk of Loss and Title.* Risk of loss of the goods shall pass to Buyer at the time that the Goods are actually delivered to and are received by the Buyer. Title to the Goods shall remain with the Seller until the Buyer actually receives the Goods.

6. The price to be paid by the Buyer shall be the total of \$_____ (_____) DOLLARS), plus \$100 (ONE HUNDRED DOLLARS) flat shipping charge, for each unit of the Model 28, \$_____ (_____) DOLLARS), plus \$100 (ONE HUNDRED DOLLARS) flat shipping charge, for each unit of the Model 30, and \$_____ (_____) DOLLARS), plus \$100 (ONE HUNDRED DOLLARS) flat shipping charge, for each unit of the Model 30-S purchased by Buyer. Buyer shall pay for the Goods and their delivery in full prior to the Buyer's order being considered placed with Seller.

7. *Right of Inspection and Return.* The Buyer shall have a right of inspection and trial use of the Goods ("Right of Inspection and Return") for a period of 20 (TWENTY) calendar days following the date of delivery to the Buyer. The right of inspection and return is contingent upon Buyer's duties to (a) properly unpack the Goods from the Seller's packaging, (b) preserve all of the Seller's packaging and all accompanying paperwork, including the Operation Manual, (c) thoroughly read and be certain the Buyer understands each step indicated in the Operation Manual which accompanies each unit of the Goods prior to attempting to set up or operate the Goods, (d) follow each step indicated in the Operation Manual in setting up and operating the Goods, (e) communicate with Seller's Customer Service Department, at a telephone number provided to the Buyer by Seller on or prior to the date of delivery of the Goods, in the event the Buyer requires any assistance or clarification concerning the un-packing, set-up, or operation of the Goods set forth in the Operation Manual, (f) completely empty the device of all water according to the instructions therefor in the Operation Manual prior to re-packing the Goods in Seller's



packaging, (g) re-pack the Goods and all documentation concerning the goods for return to Seller in the same manner and in the same packaging in which they were packed by the Seller, (h) arrange with Seller, not later than the 15th (FIFTEENTH) day following delivery of the Goods to Buyer, for pick-up of the Goods from Buyer's premises, including providing advance payment to the Seller for the pickup of the Goods from Buyer by common carrier. Return of the Buyer's purchase price payment for the Goods shall be made in the same form as Buyer's payment was made (by credit to the same charge account if charged, by check if paid for by check). At any time before actual pick-up of the Goods from the Purchaser by Seller's common carrier, Buyer shall have the right to cancel a request for return of the Goods to the Seller, in which case, the sale shall become final.

8. The purchase or purchases made by the Buyer shall be subject to the Warranty which follows this Purchase Order.

9. This Purchase Order is intended by the Buyer and the Seller as a final, complete, and exclusive expression of their agreement and the terms associated with that agreement. This Purchase Order can be modified or rescinded only by a writing signed by both the Buyer and the Seller or their duly authorized agents.

10. *Applicable Law.* This Purchase Order agreement shall be governed by the Uniform Commercial Code, as adopted in the State of Florida, as effective and in force on the date of this agreement.

ECOLOBLUE, Inc. HOME and SMALL OFFICE LIMITED PRODUCT WARRANTY

The EcoloBlue Atmospheric Water Generator is an appliance designed for reliable performance in the home or home office when used pursuant to the instructions, precautions and guidance contained in the written or digital materials that accompany its purchase from EcoloBlue, Inc. ("EB" or "Ecoloblue"). For one year from the date of purchase or date of delivery to the purchaser's home or small office, whichever is later, when this appliance is installed, operated and maintained according to instructions attached to or furnished with the product, including the provided operation and maintenance manual which accompanies each unit,



EcoloBlue, Inc. will pay for factory-specified parts and customer service instruction for the installation and use of those parts to correct defects in materials or workmanship with the device as shipped from the factory. Such service must be provided by EcoloBlue or by an EcoloBlue designated service company.

In the event an EB product cannot be rendered reliably operational by the above process, EB warrants the replacement of the product if returned by the purchaser within 30 days of receipt, with purchaser to pay associated shipping costs.

This limited warranty is valid only in the United States or Canada and applies only when the appliance is **used** in the country in which it was purchased. This limited warranty does not apply outside the contiguous United States and those provinces of Canada in which EB maintains authorized distributors. Proof of original purchase date is required to obtain service under this limited warranty.

ITEMS EXCLUDED FROM WARRANTY

This limited warranty does not cover:

1. Service calls to correct the installation of your major appliance, to instruct you on how to use your major appliance, to replace or repair house fuses, or to correct house wiring or plumbing.
2. Service calls to repair or replace appliance sterilization UV light source, air filters, or water filters. Parts or components designed to be consumable are excluded from warranty coverage.
3. Repairs or replacement parts when your appliance is used for other than normal, single-family household or small office use, or when it is used in a manner that is contrary to published user or operator instructions and/or installed contrary to installation instructions.
4. Damage resulting from accident, alteration, misuse, abuse, fire, flood, acts of God, improper installation, installation not in accordance with electrical or plumbing codes, or use of consumables or cleaning products not approved by Ecolobue, Inc.



5. Cosmetic damage, including scratches, dents, chips or other damage to the finish of your major appliance's cabinet, unless such damage results from defects in materials or workmanship and is reported to EcoloBlue within 15 days from the date of receipt by the customer.

6. Costs associated with the removal from your home of your EcoloBlue, Inc. appliance for repairs. This appliance is designed to be maintained and repaired (with few exceptions) in the home, by the end user. In areas where no EcoloBlue in-home service has been established, only customer service-guided servicing by the end user and replacement parts offered by EcoloBlue, or re-shipment of the device to EcoloBlue for manufacturer's service where explicitly authorized by Ecolobluе, are covered by this warranty.

7. Repairs to parts or systems resulting from or necessitated by unauthorized modifications made to the appliance, and set-up errors resulting from lack of customer consultation with Customer Service upon encountering set-up difficulties.

8. Expenses for transportation of the appliance for product service if your EcoloBlue appliance is located in an area where service by an authorized servicer is not available are covered only in the exclusive discretion of EcoloBlue when the product is defective, inoperable, or otherwise non-conforming to specification as originally delivered to the consumer.

9. The removal and reinstallation of your appliance if it is installed in an inaccessible location or is not installed in accordance with published installation instructions.

10. Appliances with original model/serial numbers that have been removed, altered or cannot be easily determined. This warranty is void if the factory applied serial number has been altered or removed from your appliance.

11. The cost of repair or replacement under the excluded circumstances enumerated above shall be borne by the customer.



Disclaimer Of Implied Warranties; Limitation Of Remedies

Implied warranties, including, to the extent applicable, warranties of merchant-ability or fitness for a particular purpose, are excluded to the extent legally permissible under the laws of the user's jurisdiction. Any implied warranties that may be imposed by law are limited to one year, or the shortest period allowed by law. Some states and Canadian provinces do not allow limitations or exclusions on the duration of an implied warranty of merchantability or fitness. In such locations, the above limitations or exclusions may not apply to you.

If this product fails to perform as warranted, customer's sole and exclusive remedy shall be repair or replacement, according to the terms of the limited warranty of EcoloBlue, Inc. EcoloBlue, Inc. does not assume any responsibility or liability for incidental or consequential damages arising or resulting from the use of the EcoloBlue Life & Energy Atmospheric Water Generator, Model 28, 30, or 30-S. This warranty gives you specific legal rights; you may also have other rights, which vary from state to state or province to province.

INSTRUCTIONS FOR RETURNS

ECOLOBLUE OFFERS TOLL FREE CONSULTATION TO ITS PURCHASERS WITH RESPECT TO ANY DEFECT OR OPERATIONAL MALFUNCTION A PURCHASER BELIEVES EXISTS IN THE PURCHASED PRODUCT. YOU ARE INSTRUCTED, ENCOURAGED AND CAUTIONED TO USE CUSTOMER SERVICE TO ASSIST YOU IN DETERMINING WHETHER A CONDITION YOU BELIEVE EXISTS IS CAUSED BY USER ASSEMBLY OR OPERATOR ERROR RATHER THAN A MECHANICAL OR ELECTRONIC DEFECT IN THE DEVICE YOU PURCHASED. ECOLOBLUE WILL PAY RETURN SHIPPING SOLELY ON ITEMS IN WARRANTY FOUND BY ECOLOBLUE'S INSPECTION TO BE ACTUALLY DEFECTIVE IN MATERIALS, MANUFACTURE, OR OPERATION AS INTENDED BY ECOLOBLUE.



Use the removable and re-attachable label supplied with each device for return of your EcoloBlue Model 28, Model 30, or Model 30-S to the manufacturer for repair of a defective component or for return of the entire machine **where you have been informed by EcoloBlue Customer Service that the component you believe to be defective is non-removable by user.**

BE ADVISED THAT IN SHIPPING A MODEL 28 OR MODEL 30/30-S OR A COMPONENT THEREOF, THE CUSTOMER AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO CUSTOMER'S COMPONENT(S) OR THE ENTIRE MACHINE WHILE THEY ARE UNDER CONTROL OF A COMMON CARRIER. SELLER ASSUMES NO LIABILITY FOR DAMAGE CAUSED BY CUSTOMER'S IMPROPER PACKING AND PROTECTION, OR SELECTION OF PACKAGING, FOR WHAT IS SHIPPED TO ECOLOBLUE, OR FOR DAMAGE CAUSED BY CARRIER, UNTIL FOLLOWING THE ACTUAL DELIVERY OF THE SHIPMENT TO ECOLOBLUE'S ADDRESS BELOW. THE ARRIVAL CONDITION OF ALL SHIPMENTS RECEIVED DAMAGED WILL BE PHOTO-DOCUMENTED UPON OPENING OF THE PACKAGING.

PURCHASER MUST ACCOMPANY ANYTHING SHIPPED WITH A LEGIBLE WRITTEN DESCRIPTION (PLEASE PRINT!) WHICH DESCRIBES THE REASON FOR THE RETURN AND THE OPERATING CONDITIONS UNDER WHICH CUSTOMER HAS OBSERVED THE PROBLEM CUSTOMER IS SEEKING TO REMEDY. INCLUDE WHERE INDICATED ON THE LABEL THE RETURN AUTHORIZATION NUMBER ("RAN") YOU WILL BE GIVEN BY CUSTOMER SERVICE. USE IT IN ALL SUBSEQUENT COMMUNICATIONS WITH ECOLOBLUE.

NOTE: IT SHALL BE CUSTOMER'S OBLIGATION TO PROCURE FROM THE CARRIER OR FROM A THIRD PARTY WHATEVER INSURANCE CUSTOMER BELIEVES WILL COMPENSATE CUSTOMER FOR LOSS OF OR DAMAGE TO ITEM(S) SHIPPED TO ECOLOBLUE BY THE CUSTOMER'S CARRIER.