

# BIO PURE

## Installation & Maintenance Services Terms and Conditions

1. Definition:

- Authorised Technician : Biopure's authorised service technician or installer.
- Business Hours : Monday to Friday: 9.30 am – 6.00 pm  
Saturday: 9.30 am – 1.00 pm  
(except Sundays & Public Holidays).
- Customer : An individual purchasing or renting a Water Purifier unit.
- Biopure : Elken Global Sdn Bhd.
- Premises : Designated location/premises indicated on the Rental Plan Application Form.
- Warranty Period : Water Purifier carries a 24-month warranty period from installation date. Warranty Card Terms and Conditions apply.

2. Water Purifier purchase or rental includes one-time delivery and standard installation service ("Installation Service") at Customer's Premises. Installation Service includes free labour charge, up to 9M tubing and T-Valve.
3. Installation and/or Maintenance Services (collectively "**Services**") are carried out at the Premises during Business Hours. Any Services performed beyond Business Hours shall be subject to additional charges. Services will not be provided during Sundays and Public Holidays.
4. Customer shall grant Authorised Technician access to Premises to perform Services and ensure an adult (18 years and above) is present during the Services to supervise and keep children and pets away to ensure they do not interfere, hinder or sustain injuries during the Services.
5. Installation criteria:- (i) maximum distance of 3M from water feed inlet to Water Purifier; (ii) the range of water inlet pressure is between 5psi (34.5kPa) and 60psi (413.6 kPa). Where water pressure exceeds 60psi, a pressure regulator will be required to be installed to regulate the water pressure into the Water Purifier unit. In such instance, the pressure regulator will be chargeable to Customer; (iii) water feed supply should be of normal water temperature; (iv) minimum 10cm gap between Water Purifier the wall to allow adequate ventilations prevent from overheating; (v) upright placement on a solid levelled and stable surface; and (vi) to be placed way from fire/heat stove or any other cooking appliances.
6. If the above criterion are not met Authorised Technician has the right to refuse Installation Service and remove Water Purifier unit from Premises. In such instance, Biopure may reschedule another appointment to a later date once it is determined that the installation criteria can be fulfilled.

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7. Water Purifier unit is warranted against manufacturing defects. During the Warranty Period, any defect will be covered by Biopure to either repair or replace the Water Purifier. All component(s)/part(s) used to repair/replace Water Purifier or any exchanged component(s)/part(s) thereof shall remain as Biopure's property.
8. If for any reason, Maintenance Service that cannot be performed on-site, then the Water Purifier unit maybe removed from the Premises for further diagnosis, so that repair can to be carried out at Biopure's Service Centre. Biopure retains the right either to repair or replace the defective unit(s) for Customer. Any additional labour and material costs/expenses incurred due to the occurrence stated in Clause 5 of the ~~Biopure~~ Rental Plan Application Form will be borne by Customer.
9. To the fullest extent permitted by law, Biopure shall not be liable for any cost/expenses incurred or arising from Services and/or loss or damage:-
  - i. to Premises including but without limitation damage caused by drilling, any pre-existing faults or damage to which Biopure may or may not discover during Services;
  - ii. to Water Purifier unit during the instalment, dismantlement or maintenance or removal of the unit; and/or
  - iii. to any person (customer or any third party) or death and/or personal injury which are not caused by Biopure's gross negligence and willful misconduct.
10. Biopure is not liable to any person (customer or third party) for any indirect, general, special, punitive, incidental, contingent or consequential damages (including damages caused by drilling), loss of income or profit howsoever arising, whether in contract or in tort, even if Biopure has been advised of the possibility of such damage.
11. These terms and conditions constitutes a binding agreement between Biopure and Customer upon commencement of Services by Biopure. Any of the terms or provisions that are in any way inconsistent with or in addition to the terms and conditions herein shall not be binding unless accepted in writing by both parties. Biopure reserves the sole right to vary, amend, modify or change any terms herein without prior notice. All Management decisions shall be final and binding and no correspondence or appeal will be entertained.
12. This Agreement shall be governed under the laws of Malaysia.

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## 2 Years Extended Warranty Service Package (“Extended Warranty”) Terms and Conditions

### 1. Definition:

- Authorised Technician : Biopure’s authorised service technician.  
Business Hours : Monday to Friday: 9.30 am –6.00 pm  
Saturday: 9.30 am – 1.00 pm  
(except Sundays & Public Holidays).  
Customer : An individual purchasing a Water Purifier unit.  
Biopure : Elken Global Sdn Bhd.  
Premises : Designated location/premises indicated on the Rental Plan Application Form.  
Extended Warranty Period : Water Purifier carries a 24-month warranty period from Water Purifier warranty expiry date.

### 2. Scope of Coverage:-

- i) This Extended Warranty entitles you to :
  - a. 2 years warranty on functional parts - e.g. main PCB, pump, L-Sol Valve, heater, AFR, DFS, Transformer, PCB Assy Display, Cock Sol Valve.
  - b. 2 sediment filters, 3 carbon filters and 1 RO membrane filter.
  - c. 4 scheduled maintenance services (“Services”).
- ii) Replacements of any additional filters are at customer cost.
- iii) Extended Warranty does not cover wear and tear items - e.g. filters (including RO membrane)
- iv) Extended Warranty does not cover cosmetic parts - e.g. RO machine body, top cover, front cover, rear panel etc.
- v) This Extended Warranty is limited to restoring the functionality of the RO machine; functional parts will be repaired or replaced at the discretion of BIOPURE.
- vi) This Extended Warranty is applicable for residential users only.

Both the CUSTOMER and BIOPURE having mutually agreed upon the aforesaid terms and conditions do hereby set their signatures on the day and year mentioned above.

3. Services rendered will be performed at CUSTOMER’S premises unless, in the opinion of BIOPURE, the work must be performed in one of its service workshops.
4. CUSTOMER agrees to give Authorized Technician the full and free access to Water Purifier and the necessary reasonable time to perform the Services. BIOPURE shall not be responsible for failure to render service occasioned by any circumstances beyond its reasonable control.
5. BIOPURE shall carry out all services reasonable requested during normal business hours. Any services performed beyond Business Hours shall be subject to additional charges. Services will not be provided during Sundays and Public Holidays.
6. Services rendered to keep Water Purifier in efficient operating condition, is at an all-inclusive charge to the CUSTOMER, with the following exceptions:
  - i) Services or parts arising out of damage caused by accident, neglect, misuse, altering Bio Pure, unfavourable environmental conditions and electrical current fluctuation;
  - ii) Re-installation of Water Purifier to another location, other than the address stated on the Bio Pure Application Form as requested by the CUSTOMER;
  - iii) Services performed by other than by an Authorized Technician. In this event, BIOPURE reserves the rights to terminate Extended Warranty by giving one (1) week notice, and on termination both parties agreed that any fees paid is refundable to the CUSTOMER.

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- iv) Services which in the opinion of BIOPURE is impractical to perform because of location, alterations in Water Purifier or performed by unauthorised technician;
  - v) Specification changes; and
  - vi) Services required due to the use of filter, consumables and spare parts not approved and recommended by BIOPURE.
7. It is the discretion of BIOPURE to replace or rework the defective spare parts.
  8. BIOPURE shall not be liable for any loss, damage or injury (inclusive of death) of whatsoever nature or to whomsoever or by whatsoever cause arising out of the use of Bio Pure, BIOPURE's liability is limited strictly to that imposed by law, and there is no contract imposing any greater degree of liability on BIOPURE.
  9. Any maintenance charges payable hereunder shall be in cash only.
  10. CUSTOMER reserves the right to terminate Extended Warranty with thirty (30) days written notice and on termination both parties agreed that any fees paid is not refundable.
  11. These terms and conditions constitutes a binding agreement between BIOPURE and CUSTOMER upon commencement of Services by BIOPURE. Any of the terms or provisions that are in any way inconsistent with or in addition to the terms and conditions herein shall not be binding unless accepted in writing by both parties. BIOPURE reserves the sole right to vary, amend, modify or change any terms herein without prior notice. All Management decisions shall be final and binding and no correspondence or appeal will be entertained.
  12. This Agreement shall be governed under the laws of Malaysia.