

TERMS & CONDITIONS

These Terms & Conditions apply to all sales of equipment, components, or other items by WaiHome LLC (“Seller”).

1. Regulatory Responsibility

Permitting and regulatory requirements vary by location and application within Hawai'i. Buyer is solely and exclusively responsible for determining whether permits or approvals are required for installation or operation of the Product and for obtaining all such required permits and approvals prior to installation. Buyer acknowledges that failure to obtain required permits may result in enforcement actions, fines, penalties, and orders to remove or modify the Product, and that Seller has no responsibility or liability for such consequences. In limited cases, Seller may install the Product as part of a temporary pilot testing or research activity conducted under a separate written agreement; such installation does not constitute a permitted permanent installation unless separately approved by the applicable authority.

Within Hawai'i's existing regulatory framework, solids separation devices may be evaluated under established plumbing or wastewater regulatory or standards-based pathways, including, by way of example, classification as a solids waste interceptor under the Uniform Plumbing Code or as a component of a wastewater treatment unit subject to review by the Hawai'i Department of Health or other applicable authorities.

Determination of regulatory classification, approval, or compliance rests solely with the applicable authority having jurisdiction. Seller does not guarantee that any permit or approval will be required, available, or approved.

2. No Professional Services

Seller does not provide engineering, plumbing, construction, environmental, or regulatory consulting services unless expressly agreed to in writing under a separate services agreement.

Any technical assistance provided is informational only and does not constitute professional advice or approval.

3. Improper Use and Modification

Seller is not responsible for damage, malfunction, or nonperformance resulting from improper installation, modification, misuse, maintenance, or operation of the Product outside published specifications.

4. Returns

Returns are subject to Seller's return policy in effect at the time of sale. Products that have been installed or modified are not eligible for return.

5. Non-Payment

Buyer shall pay to Seller all amounts due under this Agreement without any deduction or withholding (other than any deduction or withholding of tax if required by law), and shall not claim set-off or to counterclaim against Seller in relation to the payment of the whole or any part of any amount.

Without prejudice to any other right or remedy that Seller may have, if the Buyer fails to pay any Purchase Price to Seller on the relevant due date for payment, Seller may charge interest on such sum at a rate of eighteen percent (18%) per annum accruing on a daily basis from the due date for payment until the date of actual payment, and the Buyer shall pay such interest immediately on demand. In the event of non-payment or under payment of any invoice, Seller retains the right to attempt collection through any legal remedy available, and Company shall be responsible for all court fees, legal/attorneys' fees, and collection costs incurred by Seller. Seller reserves the right, at its option, to discontinue any extension of credit at any time if invoices are not timely paid.

6. Delivery of Product

If the Buyer does not take delivery of any or any part of all of the Products in accordance with this Agreement, the Products shall be deemed as delivered to the Buyer with the effect that all the outstanding and unpaid Purchase Price corresponding to the Products shall become due and payable, and Seller may request the Buyer to pay all such outstanding amounts and any and all costs suffered or incurred by Seller arising from such failure to receive Products in full; or Seller may choose to deal with the Products in the normal course of its business and to dispose of the Products by way of bona fide sale at its own discretion.

After receipt of the Products, the Buyer shall promptly inspect the Products for the quantity and the conformity with the specifications ("Inspection"). If the Buyer finds any shortage of, or non-conformity in, the Products, it shall notify Seller of the details of such shortage or non-conformity within five (5) calendar days of such inspection. If Seller does not receive any notice from the Buyer during such period, the Buyer shall be deemed to have accepted the Products delivered by Seller and to have waived all claims for any shortage of or any non-conformity in the Products which shall reasonable have been discovered through the Inspection, and the Buyer may not make any claim against Seller for any defect of the Products.

Seller has the option to either repair or replace non-conforming Products or parts thereof, or replenish the shortage in case of shortage, which are the sole and exclusive remedies available to the Buyer.

7. Event of Default

Excluding non-payment by Buyer, which is addressed in Section 5 above, each of the following events shall be an Event of Default, whether or not the cause is beyond the control of the Defaulting Party or any other person:

- (a) the Defaulting Party is in breach of an obligation under this Agreement (other than an obligation to pay money) and has failed to remedy the breach within 30 calendar days of receiving notice of the breach;
- (b) the Defaulting Party becomes subject to an Event of Insolvency;
- (c) the Defaulting Party suspends or ceases, or threatens to suspend or cease, to carry on all or a material part of its business;
- (d) it becomes unlawful for the Defaulting Party to perform or comply with any or all of its obligations under this Agreement; or
- (e) a representation, warranty or statement made by or on behalf of the Defaulting Party under or in connection with this Agreement is found to be incorrect or misleading to a material adverse degree ("Misrepresentation"), and if the circumstances causing the Misrepresentation are capable of remedy, those circumstances have not been remedied within seven (7) calendar days of the occurrence of the Misrepresentation.

If an Event of Default occurs, then during the period it subsists, the Non-Defaulting Party may by notice in writing to the Defaulting Party take any one or more of the following actions: (i) stop and/or suspend its performance of any or all of its obligations under this Agreement; (ii) extend the time of performance of its obligations under this Agreement; (iii) terminate this Agreement; and/or (where Seller is the Non-Defaulting Party) declare that all indebtedness of the Buyer to Seller under this Agreement (including accrued interest) are immediately due and payable, and such indebtedness shall become immediately due and payable. The termination of this Agreement shall not affect the rights of a Party against the other Party in respect of any breach of this Agreement occurring prior to termination. Each party's obligations under Sections 2, 3, 5, 6, 7, 8, 9, and 10 of the Purchase Agreement, and Sections 1, 2, 3, 4, 5, and 7 of these Terms and Conditions shall survive termination or expiration of the Agreement. Within thirty (30) days of termination of this Agreement for any reason, Seller shall submit to Buyer an itemized invoice for any fees or expenses accrued and unpaid under these Terms and Conditions prior to the date of such termination. If Seller terminates the Agreement for failure of Buyer to pay any amounts owing hereunder, the rights of Buyer to use any deliverables including any express or implied licenses which may have been granted herein shall immediately terminate.

8. Intellectual Property Rights - Ownership and Restrictions

All right, title, and interest in and to the Products, including all intellectual property rights therein, are and shall remain the exclusive property of Seller. This includes, without limitation, all patents, patent applications, trademarks, service marks, trade names, copyrights, trade secrets, know-how, proprietary processes, and any other intellectual property rights, whether registered or unregistered.

Except as expressly provided in this Agreement, no license or other rights in Seller's intellectual property are granted to Buyer, and Buyer shall not acquire any ownership interest in any intellectual property of Seller by virtue of this Agreement or Buyer's purchase or use of the

Products.

Buyer shall not, and shall not permit any third party to: (a) copy, modify, adapt, translate, or create derivative works based on the Products; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Products; (c) remove, alter, or obscure any proprietary notices on the Products; (d) use the Products to develop competing products or services; or (e) challenge Seller's ownership of or rights in the intellectual property.

The provisions of this Intellectual Property Rights section shall survive any termination or expiration of this Agreement.

Buyer shall promptly notify Seller of any actual or suspected infringement of Seller's intellectual property rights that comes to Buyer's attention and shall cooperate fully with Seller in any enforcement action.