

TERMS & CONDITIONS

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

1. Product

Seller agrees to sell, and Buyer agrees to purchase, the items listed in the Purchase Agreement ("Product"), as described in Seller's product documentation in effect at the time of sale. Buyer acknowledges receiving and reviewing such product documentation prior to purchase. Any Product intended for use within a wastewater system is a component or appliance and not a complete wastewater treatment system.

2. 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.

3. No Professional Services

Buyer is solely responsible for installation, operation, and maintenance of the Product, including ensuring compliance with all applicable building codes, plumbing codes, and safety regulations, except where installation is performed by Seller as part of an expressly documented pilot testing or research activity under a separate written agreement. Buyer agrees to engage properly licensed and qualified professionals for installation and maintenance. Seller does not provide construction, engineering, plumbing, or regulatory services except as may be expressly agreed in writing under a separate services agreement.

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

4. 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.

5. 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.

6. Limited Warranty

The Product is subject only to Seller's Limited Warranty, attached or incorporated by reference. No other warranties apply.

EXCEPT AS EXPRESSLY PROVIDED IN SELLER'S LIMITED WARRANTY, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. Limitation of Obligations

Seller's obligations with respect to the Product are limited to those expressly stated in the Purchase Agreement, Terms and Conditions, Return Policy, and the Limited Warranty.

8. Limitation of Liability

Seller does not guarantee any specific system performance or environmental outcomes arising from installation or use of the Product.

To the maximum extent permitted by law, Seller's total aggregate liability arising out of or relating to this Agreement, the Product, or any services provided hereunder, whether in contract, tort, strict liability, or otherwise, shall not exceed the total purchase price actually paid by Buyer for the Product. In no event shall Seller be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of use, business interruption, regulatory fines, enforcement actions, environmental remediation costs, property damage, personal injury, or third-party claims, even if Seller has been advised of the possibility of such damages.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, without regard to conflict-of-laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Honolulu, Hawaii, and each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue or inconvenient forum.

10. Delivery of Product

If Seller has not delivered the Product within sixty (60) days after the estimated delivery date due to reasons within Seller's reasonable control, Buyer may submit a written request to cancel the order for a refund of amounts paid for the Product, which shall be issued within forty-five (45) days of Seller's receipt of such request and return of any delivered materials. Delays caused by force majeure events, supply chain disruptions, shipping carrier delays, acts of government, or other circumstances beyond Seller's reasonable control shall extend the delivery date accordingly and shall not trigger cancellation rights.

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.

11. 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.

Title to the Product shall remain with Seller until all required payments have been made in full. If Buyer fails to make any required payment when due and such failure continues for more than 30 days after written notice, Seller may, at its option, terminate this Agreement and recover possession of the Product. Buyer agrees to provide reasonable access to the Product for removal and shall not obstruct or interfere with Seller's recovery of the Product.

12. Event of Default

A party will be in default under this Agreement if the party materially breaches any obligation under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach from the other party.

Non-payment by Buyer is addressed separately in Section 11.

If a default occurs and is not cured within the applicable cure period, the non-defaulting party may exercise any rights or remedies available under this Agreement, at law, or in equity, including suspension of performance, termination of this Agreement, recovery of amounts owed, and any other remedies expressly provided in these Terms & Conditions.

Termination of this Agreement shall not affect any rights or obligations that accrued before termination. Buyer's payment obligations, Buyer's acknowledgments in the Purchase Agreement, and Sections 2, 3, 4, 6, 7, 8, 9, 11, 13, and 14 of these Terms & Conditions shall survive termination or expiration of this Agreement.

13. Intellectual Property Rights - Ownership and Restrictions

Buyer may acquire title to the physical Product only as provided in the Purchase Agreement and these Terms & Conditions. Seller retains all right, title, and interest in and to all intellectual property, technology, designs, software, documentation, know-how, trademarks, trade secrets, proprietary processes, and other intellectual property rights in or relating to the Product. No intellectual property rights are transferred to Buyer by virtue of Buyer's purchase, ownership, or use of the physical Product.

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.

14. Miscellaneous

Amendments

This Agreement may not be altered, amended, modified or added to except by a written instrument expressly referring to this Agreement and signed by the duly authorized representatives or officers of the Parties.

Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party.

Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Entire Agreement

These Terms and Conditions, together with Seller's Purchase Agreement, Return Policy, and Limited Warranty (all of which are incorporated herein by reference), constitute the entire agreement between the parties regarding the Product and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Buyer acknowledges that it has not relied on any representations or warranties not expressly set forth in this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, the respective rights and obligations of the Parties under this Agreement, the performance of this Agreement or any aspect of any dispute arising from this Agreement.

LIMITED WARRANTY

WaiHome LLC ("Seller") warrants that the Mata™ Solids Separation Unit ("Product") will be free from defects in materials and workmanship for a period of **three (3) years** from the date of delivery.

1. Coverage

This Limited Warranty applies only to defects arising under normal use and service when the Product is installed and operated in accordance with Seller's documentation. This Limited Warranty applies only to the original Buyer and is not transferable unless Seller agrees in writing.

This Limited Warranty applies only to the following items supplied by Seller with the Product:

- One (1) Mata™ Solids Separation Unit
- Factory-installed internal mechanical components
- Factory-installed electrical panel and its internal components

2. Exclusions

This Limited Warranty does **not** cover:

- Failure to obtain permits or approvals
- System-level performance or treatment outcomes
- Upstream or downstream wastewater infrastructure
- Environmental contamination or regulatory violations
- Normal wear and tear
- Damage caused by misuse, modification, improper installation, operation outside Seller's published specifications, or external conditions.

3. Exclusive Remedy

Seller's sole obligation under this Limited Warranty is, at Seller's option, repair or replacement of the defective Product or component. Any replacement Product or component shall be shipped to Buyer. Seller does not provide installation, removal, labor, field service, or on-site support under this Limited Warranty.

4. Warranty Administration and Business Changes

Seller may satisfy its obligations under this Limited Warranty directly or through a successor entity, licensee, assignee, or third-party manufacturer. If Seller ceases to manufacture or distribute the Product and is unable to provide a replacement Product or component, Seller's sole remaining obligation under this Limited Warranty shall be, at Seller's option, to provide a functionally equivalent replacement or a refund of the original purchase price paid for the affected Product or component.

5. Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY PROVIDED IN SELLER'S LIMITED WARRANTY, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

RETURN POLICY

Effective Date: July 7, 2026

Seller understands that purchasing wastewater equipment is a significant decision and aims to handle return requests fairly and transparently. This Return Policy applies to purchases of the Mata™ Solids Separation Unit ("Product") from WaiHome LLC ("Seller").

1. Eligibility for Returns

Products may be eligible for return **only if all of the following conditions are met:**

- The Product has **not been installed, connected, modified, or used**
- The return request is submitted **within fourteen (14) days of delivery**
- The Product is returned in **new, unused condition**, with all original components and packaging

2. How to Request a Return

To request a return, Buyer must submit a written request to Seller at info@waihome.com within the return window. Seller will provide return instructions if the request is approved.

3. Shipping and Fees

Buyer is responsible for all return shipping costs unless the return is due to Seller error. Original shipping and delivery charges are non-refundable.

4. Refunds

Approved refunds will be issued to the original payment method **within thirty (30) days** of Seller's receipt and inspection of the returned Product.

5. Delivery Delay Cancellations

Delivery delay cancellations are governed by Seller's Terms & Conditions.

6. Rentals and Rent-to-Own

This Return Policy **does not apply** to Products provided under rent-to-own arrangements. Rent-to-own Products are governed by the **ownership, payment, and repossession terms** set forth in the Purchase Agreement or applicable services agreement.

7. No Other Returns

Except as expressly stated in this Return Policy or required by applicable law, all sales are final.