



1. **Definitions**

1.1 In these Service terms, the following words in bold shall have the meanings as shown below:

“Aquablu”	a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), duly incorporated and existing under the laws of The Netherlands, with its registered office and its principal place of business at (1013AC) Amsterdam, at the Koivistokade 1a, registered with the trade register of the Dutch Commercial Register of the Chamber of Commerce under number: 27120461, hereinafter referred to as: “Aquablu”;
“Agreements”	The arrangements and agreements made in the Quote with respect to the Services
“End user”	the ultimate user or consumer of the products of Aquablu;
“Service Terms”	These service terms, including the arrangements and agreements made in the Quote with respect to the Services and Annexes included;
“Client”	a party under an agreement with Aquablu for the purchase and sale of Products or Additional Services;
“Parties”	Client, and Aquablu jointly;
“Remuneration”	the amount to be paid by Client to Aquablu;
“Purchase Agreement”	the purchase or service order confirmation sent from Aquablu to client;
“Sanitary Requirements”	the Sanitary Requirements as specified in Annex 1;

2. **Services**

2.1 Under the Agreement Aquablu provides maintenance services for Water Dispensers. Aquablu offers two (2) different types of service models (the “Services”) named “Essential”, and “Full Coverage”. The choice for the relevant Service model is made in the Quote by

the Client. Applicable services made by Aquablu are mentioned in both the Quote and the Price List.

- 2.2 Aquablu will provide technical maintenance.
- 2.3 Additional filters required for above-average usage are not covered and will be charged separately. The lifetime of a carbon filter equates to 4000 liters (20.000 consumptions) and the nano filter 8000 liters (40.000 consumptions).
- 2.4 Client hereby grants Aquablu the assignment, which Aquablu hereby accepts, to provide the Services during the Term of this Agreement for the Water Dispensers.
- 2.5 Aquablu is entitled to have the Services performed by qualified third parties. Aquablu remains responsible for the Services to be provided by those third parties.
- 2.6 The (performance of the) Services are subject to the General Terms and Conditions of Aquablu and the Service Terms, which are provided to Client and are published at the website of Aquablu.
- 2.7 Any and all other general conditions (of the Client) are hereby explicitly rejected.
- 2.8 In case of discrepancy between (the content of) the Agreement, the General Terms and Conditions and the Service Terms (the content of) the Agreement shall prevail.
- 2.9 The Sanitary Requirements are attached to the Service Terms as Annex I.
- 2.10 The water Dispensers are connected to the Aquablu Dashboard, which gives Aquablu insight if and insofar the Client has adequately and diligently performed the Sanitary Requirements. Parties agree that the Aquablu Dashboard provides binding evidence if and insofar the Sanitary Requirements have been followed.
- 2.11 Client is obliged to ensure that its employees, customers and other end users of the water dispenser handle the water dispenser with care and use the Water Dispenser under normal conditions of use and in accordance with the Manual. This includes not exceeding the systems intended capacity and ensuring adequate ventilation.
- 2.12 Client is obliged to immediately, but in any event within a period of 24 hours, inform Aquablu in the event of a defective Water Dispenser by sending an e-mail to support@aquablu.com.
- 2.13 The liability of Aquablu, including the warranty or guarantee obligations, are excluded in the event that the Client does not fulfil its obligations under the Service Terms.

3. **Sanitary Requirements**

3.1 Client is obliged to adequately and diligently perform the Sanitary Requirements for the use of the Water Dispensers. Client remains responsible for the compliance with the laws and regulations that apply to the Water Dispenser and the use thereof.

4. **Tacit Renewal**

4.1 The Agreement will automatically be renewed for another Term, unless this Agreement is terminated by

one of the Parties by giving the other Party a written Notice at least 3 months prior to the end of the Term.

5. Miscellaneous

- 5.1 In the event that one of more provisions of this Agreement shall be declared to be illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over the Parties hereto, 3 such illegality or unenforceability shall nor affect the validity and enforceability or the other provisions hereof, and the Parties shall agree upon the modification of this Agreement with respect to such illegal or unenforceable provisions to eliminate such invalidity or unenforceability or (early) terminate this Agreement.
- 5.2 This Agreement and the rights and obligations there under form a whole and therefore indivisible.
- 5.3 Any waiver under this Agreement must be given by Notice to that effect.

Applicable law and disputes

- 5.4 The Service Agreement between Aquablu and Client is governed by Dutch law.
- 5.5 The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 5.6 All disputes which may arise between Aquablu and Client arising from or in connection with (the execution of) an agreement concluded between Aquablu and Client shall be submitted to the competent court in Amsterdam.

Annex I: Sanitary Requirements

1. General rules for cleaning procedures

To prevent contamination and fingerprints, hands need to be thoroughly washed and disinfected before starting any procedure, and food safe gloves must be worn during every cleaning procedure. Whenever a filter or filter cleaning tool is being removed, ensure the water supply is closed at the main inlet before removal to prevent undesirable leaking. Make sure to reopen the water supply at the main inlet after a filter or filter cleaning tool has been properly installed. After every cleaning procedure, all components of the Aquablu cleaning kit should be cleaned and properly stored inside the cabinet or an alternative generally agreed upon location. This includes the proper washing of the microfiber cloth, by washing it in accordance with the included instructions.

- Before use, always ensure the microfiber cloth is clean and does not contain particles that could cause scratches.

During every procedure, it is recommended to use the corresponding service menu to guide the user through the process. If there are any deviations between the procedure descriptions below and the service menu, the service menu is to be followed. If cleaning procedures result in unexpected deviations in tastes and/or odors, please contact your servicing partner and/or Aquablu. Do not resume operations of the affected water/flavor lines until the problem has been addressed.

- Client shall document when the Sanitary Requirements are executed in the overview in the Manual

Cleaning overview

1. Surface sanitation | External surfaces
2. Surface sanitation | Dispenser Nozzle
3. Internal sanitation | Flavor line
4. Internal sanitation | Water Line

NOTE: Failure to use sanitizing products and processes approved by Aquablu will invalidate your warranty. Before beginning the sanitation process please ensure that water is turned off at the mains and refer to the sanitisation liquid documentation for further information. Please ensure sanitized gloves are worn.

2. Sanitation Schedule

Every 6 months

- All filters need to be changed and all internal waterways sanitized using the Aquablu certified cleaning tabs. This procedure is part of the service contract.

Every 3 months

- When replacing flavor bag, we recommend to sanitize the flavor line with each replacement. We however require to sanitize the flavor line after maximum of 3 months usage.

Weekly

- Nozzle cleaning using the nozzle cleaning tool and the Aquablu certified surface sanitiser.

Daily

- External surface cleaning using a microfiber cloth. This includes the tray, inner wall, and display. Do not include the nozzle when cleaning with the cloth. All external surfaces need to be cleaned using the Aquablu certified surface sanitiser.

Please ensure the system is cleaned according to the sanitary requirements and in line with the cleaning procedure in the product manual. Parties have explicitly agreed that the Sanitary Requirements as published on the website or updated manual of Aquablu prevail over the Sanitary Requirements in this annex. In the event of an amendment with respect to the Sanitary Requirements Aquablu is obliged to timely inform the Client thereof. The latest version as published on the website are applicable after a period of 30 days of such a publication.