

## 1 DEFINITIONS

- 1.1 **Acceptance Form** Along with the Proposal, the Acceptance Form and terms and conditions forms part of the Maintenance Agreement between the Customer and Culligan.
- 1.2 **Accessories** means accessories to a Unit (such as taps, cup holders, CO2 equipment, driptrays, bottle wash racks, and installation kits).
- 1.3 **Agreed Fee** means the aggregate of the fee for services provided by Culligan stated in Table 1 of the Proposal.
- 1.4 **Authorised Reseller** means an agent or reseller of Culligan whom Culligan has duly appointed to resell its Products and Services.
- 1.5 **Critical Repairs** mean those repairs that impact the normal functionality of the unit or component failures identified as imminent.
- 1.6 **Customer** means the customer named in the Acceptance Form.
- 1.7 **Fee Annual Increase** means the annual increase of Agreed Fees.
- 1.8 **Incidental Items** means any goods, documents, or materials supplied, consumed, created or deposited incidentally by Culligan in the course of it supplying to the Customer any Goods, including Accessories. For avoidance of doubt, bottles supplied for a Purezza system are not Incidental Items and are property of the Customer upon delivery.
- 1.9 **Initial Term** means the initial term of this agreement, set out in Table 2 of the Proposal, which shall commence within 30 days of the date of the proposal. If no date is provided the date of receiving the Acceptance Form will be used.
- 1.10 **Irreparable** means a unit that cannot be repaired or is deemed uneconomical to repair.
- 1.11 **Later Term** has the meaning given in clause 4.2.
- 1.12 **Maintenance Agreement** is comprised of the **Proposal, Acceptance Form** and these **Terms and Conditions**.
- 1.13 **Payment Intervals** means the payment intervals or frequency set out in the Proposal, or as otherwise agreed between the parties in writing from time to time.
- 1.14 **Proposal** is the document supplied to the customer which details the services being offered. Included with the proposal are the Acceptance Form and Terms & Conditions.
- 1.15 **Proof Of Purchase** means a tax invoice displaying the seller, customer, date and unit serial number.
- 1.16 The **Services** are detailed in Table 4 of the **Proposal**.
- 1.17 **Term** means the Initial Term and each Later Term as the circumstance or context requires.
- 1.18 **Serviced Units** means, as the context requires, any or all of the freestanding dispensers, undersink chillers and boilers, benchtop units, or other owned by the customer and detailed in Table 3 of the Proposal.
- 1.19 **Site Audit** refers to the attendance by Culligan or a Culligan representative to capture the asset details. Those being: serial number, model and location.
- 1.20 Unit Age is determined by either, the manufacture date detailed via the serial number or the purchase date from an **Authorised Reseller**. The latter must be supported by **Proof Of Purchase** details.
- 1.21 **Culligan** means the entity servicing the **Serviced Units**, as described in the cover pages, and if no entity is correctly named and described in the cover pages, then this means Waterlogic Australia Pty Ltd (ABN 64 126 087 509) Trading as Culligan Australia.

## 2 GENERAL

- 2.1 This document sets out the terms and conditions on which Culligan will maintain the Serviced Units for the Customer.
- 2.2 This agreement shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Culligan, including any inconsistent terms or conditions in any other document or communication used between Culligan and the Customer in relation to the maintenance of the Serviced Units or earlier course of dealing. This term applies even if an invoice, consignment note, delivery receipt, acceptance of a purchase order or other document contains a similar condition.
- 2.3 Culligan will provide the Services detailed in Table 4 of the Proposal for the Serviced Units listed in Table 3 of the Proposal for the Customer. In maintaining the Serviced Units, Culligan will:
- 2.3.1 exercise all due care, skill and judgement, and act in accordance with accepted professional and business practices, and otherwise act in accordance with reasonable instructions or directions given by the Customer; and
- 2.3.2 hold all authorisations, permits and licences required under any law applying to the maintenance of the Serviced Units.

## 3 THE SERVICES

- 3.1 Inclusions
- 3.1.1 **The Services** will be performed between 8am – 4:30pm, Monday to Friday (unless otherwise arranged) and shall include:
- 3.1.1.1 A **site audit** will coincide with the first planned works (relevant to **Filter** and **Service & Maintenance** maintenance agreements only).
- 3.1.1.2 the supply and replacement of filters and CO2 canisters (if applicable) at scheduled frequency as specified in Table 1 to the Proposal (relevant to **Filter** and **Service & Maintenance** maintenance agreements only).
- 3.1.1.4 necessary repairs, replacement of parts, and setting adjustments in the event of Serviced Unit malfunctions (relevant to **Service & Maintenance**

8.4 Except as expressly set out in this agreement or in respect of the Non-Excluded Guarantees:

- 8.4.1 Culligan makes no warranties or other representations under this agreement including, but not limited to, in respect of the quality or suitability of the Services.
- 8.4.2 Culligan's liability in respect of these warranties is limited to the fullest extent permitted by law; and
- 8.4.3 to the extent that any implied condition or warranty on the part of Culligan cannot be excluded, the liability of Culligan for a breach of any such condition or warranty is limited (but only to the extent permitted by law) to either the replacement of the serviced units or the supply of equivalent equipment (**relevant to Service & Maintenance maintenance agreement only**) or the repair of the Serviced Units or payment of the cost of having the serviced units at the absolute discretion of Culligan.
- 8.5 If Non-Excluded Guarantees apply, Culligan's liability is limited to the extent permitted by section 64A of schedule 2 of the CCA, to the supplying of the Services or Incidental Items again or the payment of the cost of having the Services or Incidental Items supplied again at Culligan's option.
- 8.6 If Non-Excluded Guarantees do not apply, Culligan's liability for any defective Services or Incidental Items is limited to the value of any express warranty provided to the Customer by Culligan at Culligan's sole discretion (and otherwise negated absolutely).
- 8.7 Notwithstanding clauses 8.1 to 8.6 but subject to laws applying Non-Excluded Guarantees, Culligan shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- 8.7.1 the Customer failing to comply with clause 6, failing to properly store any Serviced Units or Incidental Items, failing to follow any instructions or guidelines provided by Culligan, or using the Serviced Units or Incidental Items for any purpose other than that for which they were designed;
- 8.7.2 the Customer continuing to use any Serviced Units or Incidental Items after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- 8.7.3 interference with the Serviced Units by the Customer or any third party without Culligan's prior approval; and
- 8.7.4 fair wear and tear, or any event beyond the reasonable control of either party (including strikes, lock outs or industrial action).
- 8.8 Culligan will not be liable to the Customer for any acts or omissions of any person where that person is acting under the direction and control of the Customer and the Customer must indemnify Culligan against any claims, damages, expenses or costs resulting from any such acts or omissions.

## 9 TERMINATION

- 9.1 The Customer shall give Culligan not less than 14 days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address or contact details).
- 9.2 A party may immediately terminate this agreement by written notice to the other party if such other party is in breach of its obligations under this agreement and (to the extent the breach can be remedied) does not remedy the breach within 30 days of receiving a written request to do so from the non-defaulting party.
- 9.3 Without limiting the generality of clause 9.2, the Customer may terminate this agreement by providing Culligan at least 30 days' prior written notice that the Customer wishes to terminate this agreement.
- 9.4 If this agreement is terminated during the Initial or Later Term: the amount payable by the Customer to Culligan will be: the Customer must:
- 9.4.1 the balance of monies otherwise payable for the balance of the Term (less an amount representing direct costs (parts & labour) that would otherwise have been incurred by Culligan in replacing filters or CO2 canisters over the balance of the Term) as an amount immediately due and payable.
- 9.4.2 pay all unpaid Agreed Fee and other amounts payable under this agreement up to the date of termination and all other moneys which are then payable to Culligan pursuant to this agreement; and Culligan may:
- 9.4.3 recover any and all additional damages and expenses sustained by Culligan by reason of such early termination or by reason of any Customer breach of any provision of the Maintenance Agreement. Culligan is entitled to:
- 9.4.4 retain all monies previously paid under the Maintenance Agreement.

## 10 PRIVACY LAWS

- 10.1 Culligan will comply with all applicable privacy laws, and all personal information collected by Culligan in respect of the Customer and its personnel will be dealt with in accordance with the Culligan group privacy policy (available at <https://www.culligan.com.au/privacy-policy/>).
- 10.2 At any time during the Term, the Customer authorises Culligan to make such enquiries as it considers necessary as to the creditworthiness of the Customer (including with a credit reporting agency, and including Culligan being given a consumer credit report in order to collect overdue payment). The Customer agrees to provide such written authorisations as reasonably requested by Culligan from time to time to give effect to this.

maintenance agreements only).

### 3.2 Exclusions

3.2.1 The Services do not include additional filter or CO2 canister supply or replacements. These will be charged separately at prevailing standard Culligan rates.

3.2.2 The Maintenance Agreement does not include **critical repairs** identified during the first thirty days of the agreement.

3.2.3 The Maintenance Agreement does not cover damage to the Serviced Units caused by a person not authorised by Culligan, abnormal water conditions, poor water pressure, faulty installation performed by a third party, installation requirements not being met, manufacturer recommended usage (or similar) specifications being exceeded, negligence or abuse. Repairs in these circumstances will be separately charged at agreed Culligan rates.

3.3 In the event that a Serviced Unit has malfunctioned and requires service under a **Service & Maintenance** maintenance agreement):

3.3.1 where the Serviced Unit Age is less than 5 years old, Culligan may either repair that Serviced Unit or replace it with a unit of same or newer manufacture date and same or greater capacity and;

3.3.2 where the Serviced Unit is between 5 & 7 years old from manufacture date, Culligan may either repair that Serviced Unit or if the serviced unit is deemed irreparable the customer will be offered a new unit at a 50% discount from Trade price.

3.3.3 where the Serviced Unit is 8 years or older, Culligan may either repair that Serviced Unit or if the serviced unit is deemed irreparable the customer will be offered a new unit at a 25% discount from Trade price. The Customer can also request Culligan service a malfunctioned unit under **Filter** maintenance agreements, however these services will be charged at agreed Culligan rates.

3.4 In the event that a Serviced Unit requires a dispenser replacement, Culligan is only obliged to replace with a standard chrome coloured dispenser. A dispenser replacement involving other colours and finishes will incur an additional cost to the Customer.

3.5 Time of performance shall not be of the essence. Culligan shall use its reasonable endeavours to perform the Services at the frequency stated in the proposal.

3.6 Culligan shall not be liable for any delay or failure in the performance of the Services caused by:

the Customer's failure to:

comply with the Customer Obligations detailed in clause 6

## 4 TERM

4.1 This agreement commences on execution, and shall remain in force and effect both prior to, and throughout, the Initial Term. Unless expressly provided for in this agreement, no party is entitled to terminate this agreement prior to commencement of the Initial Term.

4.2 The parties may agree to extend the term of this agreement by further periods of 12 months (each a **"Later Term"**). Unless any party gives written notice to the other party not less than 30 days before the expiry of the then current term (including the Initial Term or a Later Term), the parties will be deemed to have agreed to extend the term of this agreement by such further period of 12 months.

## 5 PAYMENT OF AGREED FEE AND INVOICING

5.1 The Customer must pay the Agreed Fee in advance at the Payment Intervals. All amounts must be paid within 14 days of the date of the tax invoice from Culligan.

5.2 Price Adjustments; the parties agree that:

5.2.1 Despite any other provisions in this document, Culligan may adjust the Agreed Fee in respect of any supplied Goods at any time but no more than once in any given six-month period, provided that Culligan complies with the notice set out in clause 5.2.2; and

5.2.2 Culligan must notify the Customer of:

5.2.2.1 its intention to undertake a review of the relevant Agreed Fee(s) with the view of implementing an adjustment (at which point the Customer may engage with Culligan to discuss the proposed adjustment), at least 60 days prior to; and

5.2.2.2 the date on which Culligan intends to make any adjustment to the Agreed Fee(s) effective.

5.2.3 for the avoidance of doubt, the Customer's right to engage with Culligan under clause 5.2.2.1 creates no obligation on Culligan to proceed with the adjustment on the basis of the matters raised by the Customer and Culligan reserves its absolute discretion to effect the adjustment as it sees fit.

5.3 The Customer must pay Culligan the charges for the following additional services (if requested by the Customer from time to time and as agreed between the parties from time to time), as set out in the tax invoice from Culligan:

5.3.1 Reactive servicing of units (relevant to **Filter** maintenance agreements only).

5.3.2 Servicing units not detailed as Serviced Units (relevant to **Filter and Service & Maintenance** maintenance agreements).

5.3.3 where the Customer requires filter changes in addition to those defined in Table 1 of the Proposal.

10.3 The Customer agrees that information provided may be used and retained by Culligan for the following purposes (and for any other purposes as required or permitted by law from time to time):

10.3.1 the provision (or offer of the provision) or the marketing of Goods, by Culligan, its agents or distributors;

10.3.2 analysing, verifying and/or checking the Customer's payment and/or status in relation to the provision of the Services, or processing of any payment instructions and/or direct debit facilities requested by the Customer; and/or

10.3.3 enabling the daily operation of the Customer's account (including collection of amounts outstanding) in relation to the provision of the Services.

10.4 The Customer acknowledges and agrees that Culligan may give any information about the Customer to a credit reporting agency for the purposes of obtaining a consumer credit report about the Customer or allowing the credit reporting agency to create or maintain a credit information file containing information about the Customer.

## 11 WARRANTIES

11.1 Each party represents, warrants and undertakes to the other party that each of the following is true and accurate:

11.1.1 it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms, and it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person;

11.1.2 the execution, delivery and performance by it of this agreement complies with

each law, regulation, authorisation, ruling, judgment, order or decree of any government agency, its constitution or other constituent documents (if applicable) and any security interest which is binding on it;

11.1.3 compliance with the terms of this agreement does not and will not do any of the following:

11.1.3.1 conflict with or constitute a default under any agreement or instrument to which it is a party or any security interest, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind by which it is bound;

11.1.3.2 relieve any other party to a contract with it of its obligations or enable that party to vary or terminate its rights or obligations under that contract; or

11.1.3.3 result in the creation, imposition or crystallisation of any security interest on any of its property or assets;

11.1.4 it does not enter into this agreement as trustee of a trust;

11.1.5 no bankruptcy or insolvency event (however described) has occurred in respect of it.

11.2 Each party acknowledges that the other party has entered into this agreement in reliance on the warranties given under this clause 11.1. Each of the warranties given under this clause 11.1 is separate and independent and, except as expressly provided to the contrary in this agreement, is not limited by reference to any other one of the warranties given under this agreement.

## 12 GOODS AND SERVICES TAX

12.1 Unless otherwise stated, terms have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* and:

12.1.1 the term 'consideration' takes its ordinary meaning, rather than its defined meaning in the GST Act; and

12.1.2 if a supply is treated as a periodic or progressive supply under the GST Act, each periodic or progressive component of the supply will be treated as if it is a separate supply.

12.2 Unless otherwise stated, all consideration to be paid or provided under this agreement is expressed exclusive of GST.

12.3 If GST applies to a supply made under this agreement, for consideration that is not stated to include GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply (**GST Amount**). The GST Amount is payable at the same time that the first part of the consideration for the supply is to be provided.

12.4 Notwithstanding any other provision, the recipient need not pay the GST Amount until it has received from the supplier a tax invoice or adjustment note (as the case may be).

12.5 If an adjustment event applies, the supplier must adjust the GST Amount to reflect the adjustment event and a payment must be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

12.6 If a party is entitled to be reimbursed or indemnified for a cost or expense under this agreement, the amount to be reimbursed must be reduced to the extent that the party (or the representative member for a GST group of which that party is a member) is entitled to an input tax credit for the cost or expense.

12.7 Unless otherwise stated, if an amount payable under this agreement is to be calculated by reference to (i) the consideration to be received for a supply, or (ii) the consideration to be provided for an acquisition, then, for the purposes of that calculation, the consideration is to be reduced to the extent that it includes any amount on account of GST (regardless of whether the amount is separately identified or included as part of the consideration).

5.3.4 repairing or replacing serviced units or Incidental Items (unless Culligan is required to do so in accordance with this agreement), such as where the Customer or a third party causes damage to any Units or where the Customer loses any parts.

5.3.5 moving of serviced units to another location.

5.4 The Customer shall not be entitled to set off against, or deduct from the Agreed Fee or any other amounts payable under this agreement, any sums owed or claimed to be owed to the Customer by Culligan nor to withhold payment of any invoice because part of that invoice is in dispute.

5.5 All payments under this agreement must be paid by cheque, bank cheque, electronic/on line banking, credit card, or by any other method as agreed to between the Customer and Culligan.

5.6 Failure by the customer to pay the agreed fee at the agreed intervals may result in the customer being liable for late fees and interest charges. These are at the sole discretion of Culligan.

#### **5.7 Direct Debit**

5.7.1 Where the Customer has chosen the payment option of Direct Debit, Culligan will arrange for funds to be debited from the bank account nominated by the Customer on the agreed date(s). If the debit day falls on a day that is not a banking day, Culligan will draw from the bank account on the next business day. Culligan will keep all information regarding your bank account in the strictest of confidence.

5.7.2 The Customer must ensure that direct debiting is available from their account and that there are sufficient clear funds to meet the payment on the agreed date. If there are insufficient funds available on the agreed date the Customer may be charged a fee by their financial institution and Culligan will charge a dishonour payment fee of \$22 which will be added to the Customer's next scheduled payment.

5.7.3 To alter, stop or terminate the Direct Debit request, the Customer must provide Culligan with at least 14 days' notice in writing prior to the agreed date or directly with the Customer's own financial institution. Culligan will notify the Customer at least 14 days in advance if there are any changes to the terms of the Direct Debit.

5.7.4 If the Customer believes Culligan has drawn on their account incorrectly, the Customer can contact Culligan immediately to address the issue or alternatively the Customer can contact their financial institution.

#### **6 CUSTOMER OBLIGATIONS**

The Customer shall, at all times and in all respects:

6.1 perform its obligations in accordance with the terms of this Agreement;

6.2 pay the Agreed Service Fee for the Services in accordance with the provisions of clause 6;

6.3 co-operate with Culligan in all matters arising under this Agreement or otherwise relating to the performance of the Services;

6.4 make the serviced units and/or Incidental Items accessible to Culligan as may be necessary for the Culligan to perform the Services and otherwise comply with its obligations under this Agreement;

6.5 provide Culligan with all relevant information, documents, materials, data or other items necessary for the provision of the Services and in a timely manner;

6.6 inform Culligan in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services;

6.7 ensure that all tools, equipment, materials or other items provided to Culligan for the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and

obtain and maintain all necessary licences, permits and consents required to enable Culligan to perform the Services and otherwise comply with its obligations under this Agreement.

#### **7 CUSTOMER ACKNOWLEDGEMENTS**

7.1 The Customer acknowledges that:

7.1.1 other than as set out in this agreement:

7.1.1.1 the Customer has relied entirely on its own knowledge and judgment in deciding to proceed to enter into this agreement, and the Customer acknowledges that it has had opportunity to ask questions about the Services.

#### **8 DEFECTS, WARRANTIES AND THE COMPETITION AND CONSUMER ACT 2010 (CCA)**

8.1 Subject to this clause 8, to the fullest extent permitted by law Culligan shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Culligan of this agreement (and in any event Culligan's liability in all circumstances shall not exceed the amount payable for the Services for the then current Term).

8.2 The Customer must inspect the services in completion and/or the Incidental Items on delivery and must within seven days notify Culligan in writing of any evident defect in the services or Incidental Items provided (including Culligan's workmanship) or of any other failure by Culligan to comply with the description of, or quote for, the services which Culligan was to supply. The Customer must notify any other alleged defect in Culligan's services or Incidental Items as soon as is reasonably possible after any such

12.8 Except where this agreement provides otherwise, all amounts payable under this agreement are exclusive of any other taxes or duties which may apply to the services or the Incidental Items. The Customer must pay an additional amount equal to such other taxes and duties upon their being invoiced to the Customer in the manner required by such invoice.

12.9 This clause 12 will survive the termination of this agreement.

#### **13 MISCELLANEOUS**

13.1 Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in their absolute discretion and subject to any conditions determined by them.

13.2 The Customer must not assign or transfer any of its rights or obligations under this agreement, or attempt to do so, without the prior written consent of Culligan.

13.3 Culligan may assign or transfer or sub-contract any of its rights or obligations under this agreement, without the prior written consent of the Customer (including Culligan assigning, transferring or otherwise dealing with its interest in any part of the Goods).

13.4 Except as otherwise set out in this agreement, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this agreement and any document related to this agreement.

13.5 This agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed. No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

13.6 This agreement is governed by the law of the State of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

13.7 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

13.8 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

13.9 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this agreement or by law.

13.10 The failure by Culligan to enforce any provision of this agreement shall not be treated as a waiver of that provision, nor shall it affect Culligan's right to subsequently enforce that provision. If any provision of this agreement shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13.11 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, re, ood, storm or other event beyond the reasonable control of either party.

13.12 UNPAID SELLER'S RIGHTS: Where the Customer has left any item with Culligan for repair, modification, exchange or for Culligan to perform any other service in relation to the item and Culligan has not received or been tendered the whole of any moneys owing to it by the Customer, Culligan shall have, until all moneys owing to Culligan are paid:

13.12.1 a lien on the item; and

13.12.2 the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of Culligan shall continue despite the commencement of proceedings, or judgement for any moneys owing to Culligan having been obtained against the Customer.

13.13 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to

defect becomes evident. Upon such notification the Customer must allow Culligan to inspect the services or Incidental Items that were provided.

8.3 Under applicable laws (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into this agreement (**Non-Excluded Guarantees**). Culligan acknowledges that nothing in this agreement purports to modify or exclude the Non-Excluded Guarantees.

cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

**OUR LICENCES**

WA Lic number PL5415, QLD Lic number 1315239, NSW Lic number 291743C,  
SA  
Lic number PGE284004