Liquid of Life – Residential Lease Agreement

Water Dispensers and Filtration Equipment

Parties

This Lease Agreement ("Agreement") is made between:
(1) EAULA Water Treatment & Purification Equipment Trading L.L.C, trading as Liquid of Life, trade licence no. 1419362, Office B08, Block B, Dubai Science Park, PO Box 300270, Dubai, UAE, tel. +971 4 360 7064, email contact@liquidoflife.net (the "Company"); and

(2) the Customer, being the person who places the order on liquidoflife.net (the "Customer").

Corporate or multi-unit customers may instead contract under a separate quote, purchase order or signed agreement.

1. Scope

1.1 The Customer's details, the product, the monthly fee, the installation address and the start and installation dates are as given in the online order and the order confirmation email, which form part of this Agreement. If they conflict with this Agreement on price, product or the length of the Free Period, the order confirmation prevails, subject to clause 2.3.

1.2 The Company leases to the Customer, and services, the water dispenser or filtration equipment described in the order (the "Equipment"), for a monthly fee paid by recurring card payment through the Company's payment provider (TELR).

2. Free Period

2.1 The Agreement starts on the date the Equipment is installed and activated at the Customer's premises (the "Installation Date"), regardless of the order date.

2.2 The "Free Period" is the introductory period, starting on the Installation Date, during which no monthly fee is charged. The Free Period is thirty (30) days, unless a longer Free Period is granted under clause 2.3.

2.3 If a promotion or promo code waives one or more monthly fees in full, the Free Period is thirty (30) days for each monthly fee waived (for example, sixty (60) days where two monthly fees are waived). The Free Period that applies to the Customer's order is the one shown at checkout and in the order confirmation email and/or invoice. If these show different lengths, or differ from this clause, the longest Free Period shown applies.

2.4 No fee is charged during the Free Period. The Customer may cancel by WhatsApp or email to the Company at any time before the end of the Free Period, including any additional free days granted under clause 2.3. The Company will then collect the Equipment with no cancellation or collection fee, and no monthly fee or exit fee is charged even if collection takes place after the Free Period ends, provided the Customer gives access for collection under clause 10.1.

3. Term and Renewal

3.1 If the Customer does not cancel during the Free Period, a minimum term of twelve (12) months starts on the day after the Free Period ends (the "Initial Term"). The Free Period does not count towards the Initial Term.

3.2 After the Initial Term, the Agreement continues month to month on the same terms and fee until either party gives 30 days' written notice. The Company will give at least 30 days' written notice of any fee change, and the Customer may terminate without any fee before the change applies.

4. Fees and Billing

4.1 The monthly fee is as shown in the order, exclusive of VAT; VAT is added at the standard rate (currently 5%) under Federal Decree-Law No. 8 of 2017.

4.2 The first monthly fee is charged on the day after the Free Period ends, and each later fee is charged monthly in advance on the same day of each month. The Customer must keep a valid payment method on file.

4.3 Each payment is due on its billing date, with a 5-day grace period. Reasonable charges for failed payments caused by insufficient funds or an expired card may be passed on to the Customer.

5. Installation and Access

5.1 The Company provides full installation and fitting. The Customer will give reasonable access for delivery, installation, servicing and collection.

6. Maintenance and Equipment Cover

6.1 The Company will change the filters and fully sanitise the Equipment at least once a year, and will provide reasonable maintenance and repair support on request throughout the Agreement.

6.2 While the Agreement is active, the Company will repair or replace faulty Equipment at no cost, except for damage caused by misuse, negligence or accident.

7. Ownership

7.1 The Equipment remains the property of the Company at all times. The Customer must not sell, move, modify or part with it without the Company's written consent.

8. Early Termination by the Customer

8.1 If the Customer ends the Agreement after the Free Period but before the end of the Initial Term, an exit fee equal to three (3) months' fees (plus VAT) applies, due on the effective termination date.

8.2 The exit fee is paid by bank transfer, cheque or an online payment link sent by the Company, and is not charged automatically to the stored card.

8.3 No exit fee applies during the Free Period or after the Initial Term.

9. Late Payment, Suspension and Termination by the Company

9.1 If a fee remains unpaid after the 5-day grace period, the Company may, after notifying the Customer, suspend services, including maintenance and reporting.

9.2 If a fee remains unpaid more than seven (7) days after its due date and the Company has given written notice, the Company may terminate this Agreement, collect the Equipment, and recover the unpaid fees and the exit fee under clause 8.

10. Return of Equipment

10.1 When the Agreement ends for any reason, the Customer must give the Company access to collect the Equipment within seven (7) working days of the end date.

10.2 If access is delayed or refused beyond that period, the Company may charge the daily equivalent of the monthly fee for each additional day until collection.

10.3 The Equipment must be returned in good working order, allowing for normal wear and tear. The Customer is liable for the reasonable cost of repairing or replacing Equipment damaged or missing due to misuse, negligence or loss.

11. Refunds

11.1 Monthly fees are non-refundable once billed, except where there is a proven service or installation failure attributable to the Company, or where UAE law requires a refund.

11.2 Approved refunds are made to the original payment method and processed within 14 business days of approval; the time for funds to appear depends on the Customer's bank or card issuer.

12. Limitation of Liability

12.1 To the extent permitted by UAE law, the Company's total liability under this Agreement is limited to three (3) months' fees paid by the Customer before the event giving rise to the claim, and the Company is not liable for indirect or consequential loss.

12.2 Nothing in this Agreement limits liability for death or personal injury caused by the Company's negligence, for fraud, or any right of the Customer under Federal Law No. 15 of 2020 on Consumer Protection that cannot be excluded.

13. Privacy

13.1 Card details are processed by the Company's licensed payment provider and are not stored, sold, shared, rented or leased by the Company. Personal data is handled in line with the Liquid of Life Privacy Policy.

14. Force Majeure

14.1 Neither party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, governmental action, war, labour disputes or supply-chain disruption. The affected party will notify the other promptly and take reasonable steps to resume performance.

15. Governing Law and Disputes

15.1 This Agreement is governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. The parties will first try to resolve any dispute amicably; otherwise the courts of Dubai have exclusive jurisdiction.

16. Electronic Acceptance

16.1 The Customer accepts this Agreement by ticking the lease-terms box on the product page, pressing the free-trial button on the product page and completing the order. This forms a binding agreement in accordance with Federal Decree-Law No. 46 of 2021 on Electronic Transactions and Trust Services. No signature is required.

16.2 The Company confirms the order by the order confirmation email.

17. Electronic Records

17.1 The Company's electronic records, including the order record, the order confirmation email and the version of this Agreement published on liquidoflife.net at the time of the order, are evidence of this Agreement, its terms and the Customer's acceptance.

18. Notices

18.1 Notices under this Agreement may be given by email or WhatsApp to the contact details given at checkout, or as later updated in writing. A notice is deemed received when sent, unless the sender receives a delivery failure message.

18.2 Notices to the Company must be sent to contact@liquidoflife.net.

19. Entire Agreement

19.1 This Agreement, including the order and order confirmation email and the Liquid of Life website Terms & Conditions, is the entire agreement on its subject matter. If they conflict, this Agreement prevails, except as stated in clauses 1.1 and 2.3. An Arabic version is available on request.