

APOLLOTEK INTERNATIONAL

ADVANCED TECHNOLOGY

1702 McGaw Ave • Irvine • CA 92614

PHONE 1 (800) 787-1244 • FAX (949) 833-7910

State Contractor's Lic. 828547

PROPOSAL - WORK ORDER - CONTRACT

Date ____/____/____

Buyer _____ Home Phone () _____

Address: _____ City: _____ State _____ Zip Code _____

Home Phone () _____ Work Phone: () _____

Apollotek International hereby proposes to furnish all products, materials and labor to install the following; and the purchaser(s) hereby orders and purchases the products, materials, labor and installation of the following:

WATER TREATMENT EQUIPMENT _____ MODEL _____ VALVE _____

REVERSE OSMOSIS EQUIPMENT _____ MODEL _____ VALVE _____

The installation of the water purification system is excluded. Apollotek International Inc. is not involved in the installation process.

INSTALLATION INTRUCTIONS

The placement of the Water Treatment Equipment is to be determined by APOLLOTEK INTERNATIONAL'S authorized personnel and the purchaser(s), as to the best possible location.

ESTIMATED INSTALLATION DAY ____ DATE ____/____/____ 9:00 a.m. – 2:00 p.m. 2:00 p.m. – 6:00 p.m.

Number of people living at home _____ The floor is: Raised Concrete slab

Water hook-up to icemaker: Yes No

Others: _____ Hardness Grains: _____

Special Instructions: _____

PAYMENT METHOD

MONEY ORDER

CHECK

CREDIT CARD

(to Apollotek International)

(to Apollotek International)

(signed form)

Note Apollotek does not accept any payments unless they are payable to Apollotek International only. Cash payment is not accepted.

TERMS

Upon signing, you acknowledge that you agree to the terms and conditions of this contract, that you are applying for credit and you authorize the seller to obtain a consumer credit report. You agree to pay monthly interest charges in addition to the sales price appearing below:

Finance Amount Requested: \$ _____
\$ _____ Contract Cash Price Number of Payments: _____ X Payment Amount \$ _____

\$ _____ Installation A.P.R.: _____ %

\$ _____ Total Cash Sales Price Finance Charge: \$ _____

\$ _____ Total Down Payment Total Payments: \$ _____

The obligations of **Apollotek International, Inc.**, here under and the original purchaser's sole remedy shall be limited to the repair or the replacement of the product or part only, at the sole option of **Apollotek International, Inc.** to the maximum extent permitted by applicable law, **Apollotek international, Inc.**, and its officers, directors, employees, agents, affiliates, suppliers and licensors shall not be liable or responsible under any circumstances or in any amount for any damages whatsoever arising out of the use of the product, including, without limitation, for consequential or incidental damages or for injury or damages to persons or property using or used in connection with the product, or for loss of profits or other costs or expenses of any kind or character. This limitation will apply regardless of the failure of the essential purpose of any limited remedy. Any use or sales tax applicable to this purchase is the sole responsibility of the purchaser. Jurisdiction for any legal action shall be Orange County, CA. If any collection action is initiated by **Apollotek International, Inc.**, **Apollotek** shall be entitled to a reasonable attorney's fees and costs.

Do not sign this contract until you have read it and until all of the blank spaces are completed. You have a right to receive a completed copy of this contract. You have the right to prepay the full amount at any time and to be notified of the full amount due. Contractors are required by law to be licensed and regulated by the contractor's State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the registrar's office of the State License Board, P.O. Box 26000, Sacramento, California 95826.

I hereby waive my three days cancellation rights with Apollotek Internaional due to the fact that I am requesting my water system to be installed immediately.

APPROVAL/PURCHASER _____ DATE _____

APPROVAL/PURCHASER _____ DATE _____

APOLLOTEK INTERNATIONAL REPRESENTATIVE _____ REGISTRATION NO. _____

APPROVAL/HOME OFFICE MANAGEMENT _____ DATE _____

THIS CONTRACT IS VALID ONLY UPON SIGNED APPROVAL BY EMPLOYED MANAGEMENT PERSONNEL AT APOLLOTEK INTERNATIONAL. HOME OFFICE, SEE OTHER TERMS AND CONDITIONS ON REVERSE SIDE HEREOF.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING-IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS). LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES. YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OR THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL **1-800-321-CSLB** FOR MORE INFORMATION.

1. The title to the equipment and material covered in this Contract shall remain the legal property of **Apollotek International**, until the equipment and materials are paid for in full. You acknowledge that you are giving a security interest in the goods purchased. The Purchaser(s) hereby agree that there is no written agreement or verbal understanding of any kind or nature, with **Apollotek International** or any of its representatives, whereby this Contract, or any part of it is altered, modified or varied in any manner whatsoever from the conditions herein. The terms and conditions of this contract are complete and exclusive statements of the agreements between the parties, constitute the entire agreement, and supersedes and cancels all prior and contemporaneous negotiations, statements, and representations. **There are no representations, inducements, promises, or agreements, oral or otherwise, with reference to this sale, other than as expressly set forth herein. If it is not in writing, and approved by employed management personnel at Apollotek International's office, it will not be honored.**

I have received a copy of this document:

Purchaser's signature: _____ Purchaser's Signature: _____

2. **Apollotek International**, agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: funding of loans, acts of neglect or omissions of the Purchaser(s), or the Purchaser(s) agent, acts of God, stormy or inclement weather, extra work ordered by the Purchaser(s), acts of Public Enemy, riots or civil commotion, failure of Purchaser(s) to make payment(s) when due, or for acts of independent contractors, or Holidays, or other cause beyond **Apollotek International's** control. Purchaser(s) shall grant free access to work areas for workers, equipment and vehicles. **Apollotek International's** workers shall not be responsible for keeping gates closed for animals and children.

3. This contract shall be construed in accordance with and governed by the laws of the State of California. If any provision(s) of this contract shall be invalid for any reason, such as invalidity shall be confined to the requirements of applicable law and shall not affect the remainder hereof, which shall continue in full force and effect or constitute a binding agreement between parties.

4. In the event a dispute relating to this Contract resulted in litigation between parties, concerning the work hereunder or any event related thereto, the party prevailing in such dispute shall be entitled to reasonable attorney's fees and costs.

5. All work will be done according to the approved standards in the industry. This does not include correction of defects in existing plumbing or other inadequate building conditions.

6. Financing terms are subject to approval and verification by the financing institution. You hereby authorize seller to obtain a credit report for the purpose of financing this Contract. Additional financing terms and truth-in-lending information will be provided by the finance company. In the event Purchaser(s) is denied credit financing from **Apollotek International**, as the principal source of financing, hereby agrees to sign substitute contracts for financing upon demand, from any other financing institutions, companies, corporations, or banks, including but not limited to Security Agreements, Lien Contracts, or Assignments of Rents Contracts. Repayment period, amount financed and the APR (interest rate), are subject to change due to varying terms and conditions from secondary financing sources.

7. Additional terms and conditions may be stated on a separate Addendum to Contract. If an Addendum is executed by the Purchaser(s) it shall be incorporated herein and become a part of this Proposal-Work Order-Contract.

8. Owner is entitled to receive a Notice to Owner pursuant to Business and Professions Code action 7018.5. This Notice is contained in a separate document which must be given to you by **Apollotek International's** sales representative.

NOTICE OF CANCELLATION

Date of Transaction: _____ **Cancellation Date:** _____

(no later than midnight of this date)

You the buyer, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of this transaction noted about (i.e. within three business days from the above date). If you cancel, any property traded in, any payments made by you under the contract sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract. To cancel this transaction, mail (if mailed, the copy should be post marked by the third day after the date of transaction) or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

APOLLOTEK INTERNATIONAL, INC.
1702 McGaw Ave., Irvine, CA 92614

I hereby cancel this transaction:

Date: _____ **Purchaser's Signature:** _____

Date: _____ **Purchaser's Signature:** _____