

Terms of service

Tapp Water Canada Terms & Conditions of Sale

This page, together with the documents expressly referred to on it, tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website (our site) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in them.

You will be asked to confirm your acceptance of these Terms before being able to place an order. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms, or save them to your computer, for future reference.

1. Information about us

1.1 We operate the website www.tappwater.com. We are TAPP Water (Canada) Inc., a company registered in Canada under Espo Inc.

1.2 To contact us, please email chris@espowater.com

2. Our Products

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

2.3 The packaging of the Products may vary from that shown on images on our site.

2.4 All Products shown on our site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your order.

3. Use of Our Site

3.1 Your use of our site is governed by our Terms of Website use and Website Acceptable Use Policy. Please take time to read these, as they include important terms which apply to you

4. How we use your personal information

4.1 We only use your personal information in accordance with our [Privacy Policy](#). Please take time to read this, as it includes important information which applies to you. You can review our Cookies policy [here](#).

5. If you are a Consumer

The following clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18

years old.

5.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. If you are a Business Customer

The following clause 6 only applies if you are a business.

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

6.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement, based on any statement in this Contract.

7. How the Contract is formed between You and Us

7.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

7.2 After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean your order has been accepted. Our acceptance of your order will take place as described in clause 7.3 below.

7.3 We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.

7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available, or because of an error in the price on our site as referred to in clause 11.5 below, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

8. Your Consumer Right of Return and Refund

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have the right to cancel a Contract for the period set out in clause 8.2 below. This means that during that period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. This does not affect your legal rights to cancel the Contract, advice on which is available from your local Citizens' Advice Bureau or Trading Standards Office.

8.2 Your right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 30 days in which you may cancel, starting from the day you receive the

Products.

8.3 To cancel, please contact us by sending an email to chris@espowater.com

You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the email or posted the letter to us.

8.4 If you exercise your right to cancel, you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case:

- a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or
- b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.

For returns

You must return the Products with the original packaging and the return order label to us at your expense within 14 calendar days of your notice of cancellation, ensuring that you obtain proof of posting for your own records. Note that if you fail to package the goods adequately to avoid damage in transit or fail to take reasonable care of the goods we might not be able to accept their return. Otherwise, on receipt of the goods in undamaged condition we will refund the full purchase price to the card or method you originally used for the purchase. The address for return of the goods is:

Espo Water Solutions
Frigate Bay, Zenway BLVD
St. Kitts

Additionally you may also organize a pick up by emailing chris@espowater.com

8.6 Details of your right to cancel and an explanation of how to exercise it are provided with the Dispatch Confirmation.

8.7 As a consumer, you will always have legal rights regarding cancellation in relation to Products that are faulty or not as described. These legal rights are not affected by the TAPP Water product guarantee. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

9. Delivery

9.1 Your order will be fulfilled by the estimated delivery date (and time slot if applicable) set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

9.2 Delivery will be completed when we deliver the Products to the address you gave us.

9.3 The Products will be your responsibility from the completion of delivery.

9.4 You own the Products once we have received payment in full, including all applicable delivery charges.

9.5 If you have requested that we recycle your old Product, please ensure that it is suitably packaged for collection and that a written label stating 'TAPP Water (Canada) Inc.' is attached to the outside of the package and clearly visible. We will not be able to return your Product once it

has been collected for recycling.

9.6 See the section on Delivery exceptions for more details. If you have any queries regarding your order, please contact chris@espowater.com.

9.7 There may be restrictions in terms of where we can ship. If an order is completed with a delivery address that we cannot deliver to then we will contact the Customer to discuss alternatives or refund the Customer.

11. Price

11.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of the Products are correct at the time of publication. However, if you discover an error in the prices of the Products you ordered, please see clause 11.5 below for what happens in this event.

11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

11.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

11.4 The price of a Product may not always include any applicable delivery charges. See product details for more information.

11.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products, we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

12. Payment and Pre-Order

12.1 Payment must be made by one of the following: Mastercard, Visa, Maestro, American Express, Paypal or Apple Pay. Payment for the products and all applicable delivery charges is in advance.

12.2 If you pre-order a product, order a product that is currently out of stock, or book a delivery slot in advance, TAPP Water (Canada) Inc. and its payment partners will authorise or reserve a charge on your card for any amount up to the full value of the goods at any time between the order being placed and the goods being delivered. If the authorisation has expired or for any reason has failed, TAPP Water (Canada) Inc. reserves the right to re-authorise up to the full amount, either before or after dispatch of the product. In which case, we will notify you via the email address provided during checkout. If we do not receive re-authorisation from your credit card issuer, we will contact you so that you can provide us with another payment method. If in the unlikely event that the price increases from when it was originally ordered, TAPP Water (Canada) Inc. will contact the cardholder 7 days before re-authorising the card.

13. Our Liability if you are a Business

This clause 13 only applies if you are a business customer.

13.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

13.2 We do not limit in any way our liability for:
death or personal injury caused by our negligence;
defective products fraud or fraudulent misrepresentation; or
breach of the terms

13.3 Subject to clause 13.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Contract for:

any loss of profits, sales, business or revenue;
loss or corruption of data, information or software;
loss of business opportunity;
loss of anticipated savings;
loss of goodwill; or
any indirect or consequential loss.

13.4 Subject to clauses 13.2 and 13.3, our total liability to you in respect of other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Products.

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty that might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

14. Our Liability if you are a Consumer

This clause 14 only applies if you are a consumer.

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

14.2 We only supply the Products for domestic or private use. You agree not to use the Product for any commercial, business or resale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 We do not in any way exclude or limit our liability for:
death or personal injury caused by our negligence;
fraud or fraudulent misrepresentation;

15. Events Outside Our Control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or

not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, or failure of public or private telecommunications networks, or impossibility of the use of shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract: we will contact you as soon as reasonably possible to notify you; and fraud or fraudulent misrepresentation; our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. Communications Between Us

16.1 When we refer in these Terms to “in writing”, this will include email.

16.2 If you are a consumer:

to cancel a Contract in accordance with your legal right to do so as set out in clause 8.1, please contact us in writing to tell us by sending an email to chris@espowater.com. You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the email.

16.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

16.4 If you are a business:

any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our website.

a notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by e-mail, one Business Day after transmission; or, if posted on our website, immediately.

in proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. Other important terms

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have

waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 If you are a consumer, please note that these Terms are governed by Canadian law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by Canadian law. You and we both agree to that the courts of Canada will have non-exclusive jurisdiction.

17.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Canada.

17.8 If you are a business, we both irrevocably agree that the courts of Canada shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

18. Guarantee Details

18.1 All TAPP Water Products are covered by a 45 day money back guarantee and the terms and conditions apply that apply to this guarantee are available on our website under [Refund Policy](#).

18.2 Refunds will be processed by our Customer Service team within 5 working days.

19. Conditions of the “Yearly Subscription”

19.1 Scope

(a) All distance contracts entered into between TAPP Water (Canada) Inc. and the customer via the TAPP Water (Canada) Inc. online store concerning the “yearly subscription” (or “yearly service” models are governed exclusively by these Terms and Conditions and the General Terms and Conditions for the TAPP Water (Canada) Inc. online store (hereinafter: “General Terms and Conditions”).

(b) If and to the extent that these Terms and Conditions deviate from the General Terms and Conditions, they shall take precedence over the General Terms and Conditions.

19.2 Subject Matter of the Agreement

The “yearly subscription” agreement is an agreement concerning delivery in installments. The subject matter of the agreement is the yearly supply of filter cartridges during the term of the agreement (4 cartridges in the case of TAPP 1, 2 cartridges in the case of TAPP 1s). In the first installment, the customer will receive additionally the main faucet unit of TAPP 1 or TAPP 1s resp. In the case of TAPP 1, the first installment includes an additional cartridge, included with the faucet unit. The refill filter cartridges for the first year will be supplied in the same installment. After one year, new refill filter cartridges will be supplied (4 cartridges in the case of TAPP 1, 2 cartridges in the case of TAPP 1s) and the payment method selected by the customer will be billed automatically. The amount of the billing will be according to the amount set out in the initial purchase order.

19.3 Right to withdraw from distance contracts

(a) If the customer is a consumer, he/she shall be entitled to a right to withdraw as set forth in the following Information concerning the Right to Withdraw, provided that the contract has been concluded exclusively by using means of telecommunication, such as by letter, telephone, email or online:

Information concerning the Right to Withdraw

Right to Withdraw

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good. To exercise the right of withdrawal, you must inform us (TAPP Water (Canada) Inc., chris@espowater.com) of your decision to withdraw from this contract by an unequivocal statement

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

We will bear the cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning the goods.

(b) The right of withdrawal does not apply in case of the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

(c) The customer can cancel the “Yearly Subscription” at any moment, either via the MyTAPP area on our website or by letting TAPP Water (Canada) Inc. know via e-mail.

19. Shipping fees

The shipping fees generated by the shipment of the filter cartridges in the context of the yearly subscription model shall be borne by the customer. These fees can change but you will be notified of any price increases, and we will wait for your directions and approval of the increased prices.

19.5 Retention of Title

(a) TAPP Water (Canada) Inc. will remain the owner of the filter cartridges of any particular shipment until the remuneration owed for such shipment has been paid in full.

(b) If the customer fails to fully pay the remuneration owed for a particular shipment, TAPP Water (Canada) Inc. shall be entitled, after setting a reasonable additional time period for payment which expires to no avail, to either rescind the contract in part with respect to the affected shipment (first alternative) and/or, at TAPP Water (Canada) Inc.’s choice, to rescind the agreement with respect to shipments that will become due in the future, provided that legal requirements in force are met. Upon rescinding the agreement in part according to the first alternative, TAPP Water (Canada) Inc. will take back any goods that are covered by this retention-of-title clause and, as the case may be, may demand that the customer assign to TAPP Water (Canada) Inc. all claims for surrender of the goods against third parties.

19.6 Right of Termination

A right to terminate the agreement early without cause does not exist. This does not affect the customer’s right to withdraw from the contract (see Sec. 3 General Terms and Conditions

Account creation

When you place an order on our website, you will be invited to create an account for the MyTAPP area on www.tappwater.co, using an e-mail address and data you provide. A password will be automatically generated, and sent to you via e-mail. Access to MyTAPP will allow you to benefit from all the advantages of TAPP Water, including the registration of your filter to monitor its remaining lifetime and the reception of e-mail reminders when it is time to change the cartridge. You can request the deletion of your account at any moment, by sending an e-mail to support@tappwater.co. Using MyTAPP is, of course, entirely free of charge. Please also refer to our Privacy Policy and Cookies Policy statements on www.tappwater.co.

1. **Links to other sites**

For the convenience of users of this Website, one or more links to other Internet websites may appear from time to time. Except as otherwise indicated, the Internet websites to which links are provided in this Website are not under the control of Company or the Affiliated Entities. Neither Company nor the Affiliated Entities assume any responsibility for the contents of any linked

Internet website, or for any potential damage arising out of or in connection with the use of any such link. In addition, the existence of a link between this Website and any other Internet website is not and shall not be understood to be an endorsement by Company or the Affiliated Entities of the owner or proprietor of the linked Internet website.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES. Company does not wish to be linked to or from any third-party website. Company shall have the right, at any time and in its sole discretion, to block links to the Website through technological or other means without prior notice. You agree to remove any link to this Website you may have acquired or stored upon the request of Company.

1. Jurisdiction

In general, the relations between TAPP Water (Canada) Inc. and the Users of its telematic services, present on this website, are subject to Canada legislation and jurisdiction. Likewise, the user expressly waives any other jurisdiction that may correspond to him, submitting to the jurisdiction of the Courts and Tribunals of Canada for any issues that may arise or actions arising from the provision of the Web service and its services and contents and on the interpretation, application, compliance or breach of the established here. In the event that the User is domiciled outside of Canada, the User expressly waives any other jurisdiction that may correspond, submitting to the jurisdiction of the Courts and Tribunals of Canada.