AUTO-FILL DEVICE AND WATER SOURCE AGREEMENT

Waiver of Liability and Agreement to Hold Harmless

Date	_____ Order / Invoice No.: _____
Customer	_____
Dealer	☐ No dealer — direct sale
Feature	Model: _____
Install Address	_____

The customer identified above ("Customer") has purchased a water feature (the "Feature") from Adagio Collections, LLC, d/b/a Adagio Water Features ("Adagio"), directly or through the dealer identified above ("Dealer"), and has requested that the Feature be equipped with an auto-fill device. Customer, Adagio, and Dealer (if any) are referred to as the "Parties." Customer desires the auto-fill device for Customer's own convenience. For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows.

1. Auto-Fill Device; Limited Warranty. Adagio will furnish an auto-fill device with the Feature. The only warranty on the auto-fill device is a warranty on parts for one (1) year from the date of shipment, notwithstanding any longer warranty applicable to the Feature; see the attached warranty for other terms and conditions. Adagio does not install the auto-fill device, the supply line, or any connection to Customer's water system. All such work is performed by Customer's own licensed contractor, who is not an agent, employee, or subcontractor of Adagio or Dealer.

2. Risks Customer Understands and Accepts. Customer understands that an auto-fill device:

(a) may fail to function properly, including failing to close, and that such failure may cause overflow, flooding, and property damage;

(b) will continuously replace water lost through a leak, so that a slow or concealed leak may go undetected for an extended period and cause substantial property damage and water charges; and

(c) continuously introduces make-up water into a recirculating, closed-loop system in which water is lost only to evaporation, so that minerals, sodium, chlorides, and other dissolved solids delivered by the supply water concentrate within the Feature over time to levels well above those in the supply itself.

3. Approved Make-Up Water Source. No Responsibility for Water Quality. The auto-fill must be connected to a cold potable water line that is not served by, and is not downstream of, any salt-based (ion-exchange) water softening or conditioning equipment. Filtration of the make-up water is strongly recommended but is not required by Adagio. Suitable options include a reverse-osmosis (RO) system or other filtration that reduces hard-water minerals, contaminants, and biological matter. Where an RO system is used, correct sizing is critical: an RO system that cannot produce and store water at the rate the auto-fill demands will not perform as intended, and Customer should confirm sizing with Adagio and with the RO manufacturer before installation. All filtration equipment is selected, purchased, installed, and maintained by Customer through Customer's own plumber or contractor and is not supplied by Adagio. Adagio has no control over the water supplied to the Feature and assumes no responsibility whatsoever for the quality, chemistry, or condition of that water, or for the selection, sizing, installation, performance, or maintenance of any filtration equipment.

4. Prohibited Make-Up Water Sources. The auto-fill must **not** be connected to: salt-based (ion-exchange) softened water or any line downstream of a water softener; any line that could carry brine, regeneration, or rinse-cycle discharge; untreated well, spring, pond, or surface water; reclaimed, recycled, or gray water; hot water or any line served by a water heater or recirculation loop; or any other source Adagio has identified in writing as unsuitable.

5. Water Quality Is Customer's Responsibility. Adagio does not publish required water chemistry values and does not undertake to establish them. Customer is responsible for maintaining the water in the Feature consistent with generally accepted practices for recirculating decorative water features, including periodic testing and correction of the water and consultation with a qualified water treatment professional where appropriate. Because water is lost from the Feature only through evaporation, dissolved solids concentrate over time; Adagio therefore recommends that a portion of the system water be exchanged periodically rather than replenished only as it evaporates.

6. Customer Responsibilities. Customer is solely responsible for: (a) confirming with a licensed plumber the point at which the auto-fill line is tapped and that it is upstream of any softening equipment; (b) providing an accessible isolation valve on the auto-fill supply and shutting off that supply when the property will be unattended for an extended period; (c) maintaining any filtration equipment Customer elects to install, including membrane and filter replacement at the manufacturer's intervals; (d) testing the water in the Feature periodically and retaining the results; (e) operating and maintaining the Feature per Adagio's written instructions; and (f) promptly notifying Adagio of any leak, overflow, or out-of-range test result and taking reasonable steps to limit resulting damage.

7. Prohibited Sources; Assumption of Risk. Adagio has advised Customer that water from a source prohibited by Section 4 is likely to cause damage to the Feature, including corrosion and premature failure of pumps, fittings, lighting, fasteners, structural members, and finishes. If Customer connects the auto-fill to such a source, or permits such water to be supplied to the Feature, Customer does so against Adagio's express advice and knowingly and voluntarily assumes all risk of damage arising from that decision. Any such damage is excluded from warranty coverage, and Adagio has no responsibility or liability for it. Nothing in this Section requires Adagio to inspect, verify, or approve Customer's water source, and Adagio's failure to object to any connection is not approval of it.

8. Waiver of Claims and Hold Harmless. Customer and Dealer, jointly and severally, waive and release any and all claims against Adagio and its owners, members, managers, officers, employees, agents, and suppliers for any damages, whether known or unknown at the time of signing, caused by or arising out of (a) any failure of the auto-fill device, including user, mechanical, installation, or design failure, and (b) the source, quality, or condition of the make-up water or system water, including hardness, alkalinity, pH, sodium, chloride, sulfate, total dissolved solids, saturation index, brine or regeneration discharge, water temperature, and any other water chemistry factor. Customer and Dealer further agree, jointly and severally, to hold Adagio harmless from any damages incurred

by any third party which may have been caused, directly or indirectly, by any of the foregoing. Damage arising from any of the foregoing is excluded from warranty coverage.

9. Limitation of Liability. To the fullest extent permitted by law, Adagio shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, loss of use, property or water damage, mold, or business interruption, arising out of or relating to the auto-fill device or the water supplied to the Feature. Adagio's aggregate liability arising out of or relating to this Agreement shall not exceed the amount actually paid for the Feature.

10. Written Instructions; No Oral Modification. Customer acknowledges receiving Adagio's written maintenance instructions and having had the opportunity to review this Agreement and ask questions. No statement, recommendation, advice, or assurance by any employee or agent of Adagio or Dealer, whether verbal or written, modifies this Agreement or the warranty unless set forth in a writing signed by an authorized officer of Adagio expressly stating that it does so. This Agreement is the entire agreement of the Parties on its subject matter and supersedes all prior discussions and understandings on that subject.

11. Dispute Resolution; Governing Law. This Agreement is governed by and construed under the laws of the State of Utah, without regard to conflict-of-laws rules. Any dispute arising under or relating to this Agreement shall first be submitted to mediation before a mutually agreed-upon mediator. If mediation has not resolved the dispute within sixty (60) days after either party requests it, the dispute shall be resolved by binding arbitration in Salt Lake City, Utah before a single neutral arbitrator, conducted under the Utah Uniform Arbitration Act, Utah Code Title 78B, Chapter 11. The parties shall attempt to agree on the arbitrator; if they have not agreed within thirty (30) days, either party may petition a court of competent jurisdiction in Salt Lake County, Utah to appoint one. The arbitration may be conducted by videoconference or on documents only at the election of a consumer party. Judgment on the award may be entered in any court of competent jurisdiction. Nothing in this Section prevents either party from bringing an individual claim in small claims court or from seeking injunctive relief to prevent irreparable harm. The prevailing party is entitled to recover its reasonable attorneys' fees and costs to the extent permitted by applicable law.

12. General. This Agreement binds and benefits the Parties and their heirs, successors, and assigns, and runs with the Feature to any subsequent owner of the property. The Parties agree to cooperate in the preparation and execution of any additional related documents needed to accomplish the purposes set forth here. If any provision is held unenforceable, it shall be modified to the minimum extent necessary or severed, and the remainder shall remain in full force. This Agreement may be executed in counterparts, each deemed an original and all together a single instrument; electronically transmitted and facsimile signatures constitute original signatures.

CUSTOMER	**DEALER (if any)**	**ADAGIO COLLECTIONS, LLC**
Signature: _____	Signature: _____	Signature: _____
Print Name & Title: _____	Print Name & Title: _____	Print Name & Title: _____
Date: _____	Date: _____	Date: _____