



ENAGIC KANGEN WATER EQUIPMENT L.L.C (License No. 784258)

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E-PAYMENT TERMS & CONDITIONS

1. The signing by the distributor of this agreement constitutes an irrevocable offer from the distributor to purchase the machine on installment payments term. This agreement shall become a contract and be binding on all parties when Enagic Kangen Water Equipment L.L.C accepts the offer by countersigning on this agreement and notifying the distributor such acceptance. No act of Enagic Kangen Water Equipment L.L.C or any person on the Enagic's behalf prior to the notification of such countersigning as aforesaid, constitutes or evidence any sale contract between the distributor and Enagic Kangen Water Equipment L.L.C.
2. The buyer's offer is subject to acceptance by Enagic Kangen Water Equipment L.L.C. Upon acceptance by Enagic Kangen Water Equipment L.L.C the initial payment is to be made. Prior to acceptance by Enagic Kangen Water Equipment L.L.C of this agreement, Enagic Kangen Water Equipment L.L.C reserves the right to reject the Agreement for whatsoever reason without giving any explanation to the buyer.
3. The E-Payment Price and the installments payable by the Purchaser shall be determined by Enagic Kangen Water Equipment L.L.C in such manner as Enagic Kangen Water Equipment L.L.C may in its sole and absolute discretion determine.
4. Enagic Kangen Water Equipment L.L.C shall have absolute discretion to impose administration/ collection charge to cover administrative charges, costs or expenses incurred by the Enagic Kangen Water Equipment L.L.C in collecting or attempting to collect any sum money, which are not paid by the Purchaser on the due date.
5. Applicant must make payment to Enagic Kangen Water Equipment L.L.C by post-dated cheque only for the monthly installment, any other forms of payment will not accepted.
6. "Without prejudice to any right of the Enagic", if the distributor shall:-
 - Default payment in punctuality of monthly installments or any sum due and payable under this agreement (whether demanded or not)
 - Fail to observe and perform any of terms, condition and stipulations on his part contained

If for any reason this Agreement is or becomes invalid or unenforceable or if in the absolute opinion of the Enagic Kangen Water Equipment L.L.C any of the security created pursuant to the Agreement is in jeopardy.

Applicant's Initials:_____

7. Shortly after the Enagic Kangen Water Equipment L.L.C received the first payment, all risk for any damage or loss or deterioration of the merchandise from any cause whatsoever shall be borne and settled by the buyer.
8. The monthly statements and installment payment will not send by Enagic Kangen Water Equipment L.L.C. The payment must also be paying every month without any reminder by the Enagic Kangen Water Equipment L.L.C. All the purchaser willing to make payment by post-dated cheque, purchaser hereby irrevocably prepare the cheque to Enagic and deposited before the date written on it according to each of the said monthly installment. The buyer agrees to pay an amount of AED200 – AED400 to the Enagic Kangen Water Equipment L.L.C for handling fee.
9. All payments must be made to the address of the Enagic Kangen Water Equipment L.L.C as set out herein or to an address for the time being approved and/or notified by the Enagic Kangen Water Equipment L.L.C in writing and any payment sent by shall be at the Buyer’s risk until received by the Enagic Kangen Water Equipment L.L.C at the approved address.
10. No time or other indulgence granted by Enagic Kangen Water Equipment L.L.C to the distributors shall operate as a waiver of the Enagic Kangen Water Equipment L.L.C rights (save to the extent indicated by Enagic Kangen Water Equipment L.L.C in writing) in respect of any continuing recurring or subsequent breach.
11. A certificate that signed by the distributor with Enagic Kangen Water Equipment L.L.C as to the amount that already been agreed by distributor and Enagic Kangen Water Equipment L.L.C. A certificate signed by authorizer officer as to the manner of calculating and also the amount of the installment payable and/or late charges payable and/or the rebates (if any) to be granted shall be final and conclusive to the distributor.
12. Any demand for the payment including any Writ Summons in connection with this Agreement that already been agreed cannot be amend as the distributor already agreed with all the terms and condition that Enagic Kangen Water Equipment L.L.C while signing the certificates.
13. Where there are two or more parties in the expressions “distributor” or “Referrer”, their obligations and liabilities in this Agreement shall be joint and several. This Agreement shall be binding on the distributor and the Referrer and their respective estate, personal representative and successors in title and on the Enagic Kangen Water Equipment L.L.C and its successors in title and assignees.

Applicant’s Initials: _____

14. All costs and expenses incidental to this agreement (including but not limited to any registration fee stamp duty, any stamp duty or other fees) shall be borne and settled by the buyer(s).
15. Any liability the Enagic Kangen Water Equipment L.L.C otherwise incur and any right the distributor might possess in respect of any conditions warranties or representations relating to the conditions of the Merchandise or to their merchantable quality or suitability or fitness for the particular or any purpose for which they are or may be required whether such conditions warranties or representations are expressed or implied and whether in oral or written statements made by or on behalf of any person in the course of negotiations in which the distributor or his representative may have been concerned prior to this Agreement are hereby expressly excluded.
16. The distributors hereby agree to pay the any bank or transaction charges or other revised amount if required. The distributors further understand that such charges may be varied from time to time as determined by the distributor's bank without prior notice to the distributors.
17. The Purchaser hereby absolutely authorizes the Enagic Kangen Water Equipment L.L.C to obtain and/ or verify any information on the Purchaser and/ or the Referrer (if applicant) from any source as the Enagic Kangen Water Equipment L.L.C may at its absolute discretion deem appropriate including but not limited to any credit information agencies, financial institutions and the Director General of the Inland Revenue. The Purchaser hereby further absolutely authorizes the Enagic Kangen Water Equipment L.L.C to release any information relating to the Purchaser and/ or the Referrer (if applicable) and/ or the Agreement to its advisors, solicitors, auditors, credit information agencies or to any party which the Enagic Kangen Water Equipment L.L.C at its absolute discretion deems fit.
18. In the event of payment default by the buyer under this Agreement, Enagic Kangen Water Equipment L.L.C shall be entitled to demand that the buyer voluntarily surrenders the goods to Enagic Kangen Water Equipment L.L.C, subject to written notice being served by Enagic Kangen Water Equipment L.L.C to the buyer.
19. In the event that the Distributor shall default in payments required to be made under this Agreement arising from any financial circumstances or any other factors, the Distributor may approach Enagic Kangen Water Equipment L.L.C for consultation on manner of settlement of payment obligations under this Agreement.
20. Time wherever mentioned shall be deemed to be the essence of this agreement.

Applicant's Initials: _____

21. The Enagic Kangen Water Equipment L.L.C shall not incur any liability to the Purchaser nor shall the Purchaser be entitled to rescind this agreement if the Merchandise does not correspond to its description as contained in this agreement.
22. Enagic Kangen Water Equipment L.L.C will have no liability either in contract or in tort for loss, injury or damage sustained by reason of any defect in the Merchandise whether such defect be intent or apparent on examination and we shall not be responsible to indemnify the Purchaser in respect of any claims made against the Purchaser by a third party of any such loss injury or damage.
23. Enagic Kangen Water Equipment L.L.C shall be absolutely entitled to assign the benefits of this agreement or any of the Enagic Kangen Water Equipment L.L.C rights hereunder.
24. Where this agreement is translated into a language other than English language. In the event of conflict discrepancies or variances between the terms and condition set out in English language version and that of the other language(s), The English Language Version shall prevail.
25. In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided, words applicable to natural persons include anybody or persons company, corporation, firm or partnership corporate or unincorporated, words importing the singular number induce the plural number and vice versa and words importing the masculine gender include the feminine and neuter genders.

Enagic® reserve the right to vary these terms and conditions at any time, and you agree to abide by the latest version of the Agreement.

I acknowledge that I have read and accept terms and conditions as above.

Signed By:

Applicant's Name:

ID Number:

Date: