

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

CUSTOMER (Called “you” or “your”)	SELLER (Called “Aqua Solutions, LLC, “we” or “us”)
Contract (Also called “invoice” or “work order”)	

In consideration of the mutual promises made in this agreement, you and we agree that either you or we have an absolute right to demand that any dispute be submitted to an arbitrator in accordance with this agreement. If either you or we file a lawsuit, counterclaim, or other action in a court, the other party has the absolute right to demand arbitration following the filing of such action.

ARBITRATION: Arbitration is a method of resolving disputes between parties without filing a lawsuit in court. By signing this agreement, you and we are both agreeing that if there are any disputes between you and us, either you or we may require that such dispute be submitted to an arbitrator in accordance with this agreement. If either party demands arbitration, the arbitrator's decision will be final and binding on you and us unless the arbitrator fails to follow New Jersey Law, or Federal Law if applicable, as set forth in paragraph 9 below. The arbitrator will provide any written reasons for the decision. You and we are giving up the right to continue lawsuit, counterclaim, or other action in court, including the right to a jury trial, in the event the other party exercises the right to demand arbitration pursuant to this agreement.

DISPUTES COVERED: This agreement applies to all claims and disputes between you and us. This includes, without limitation, all claims and disputes arising out of, in connection with, or relating to:

- your purchase, lease or repair of any goods or services from us;
- any previous purchase, lease or repair of goods or services from us;
- all the documents relating to this or any previous purchase, lease or repair of goods or services from us;
- any service contract or other products purchased in connection with this or any previous purchase, lease or repair;
- whether the claim or dispute must be arbitrated;
- the validity of this arbitration agreement;
- any negotiations between you and us;
- any claim or dispute based on an allegation of fraud or misrepresentation, including fraud in the inducement of this or any other agreement;
- any claim or dispute based on a federal or state statute including, but not limited to the N.J. Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. and the Federal Truth in Lending Act;
- You forgo your right to “treble” damages and your recovery of attorney’s fees in a “Consumer Fraud” claim.
- any claim or dispute based on an alleged tort; and
- any claim or dispute based on breach of contract.

This agreement also applies to any claim or dispute, including all the kinds of disputes listed above, between you and any of our employees or agents, any of our affiliate corporations, and any of their employees or agents and any third parties related to this transaction.

You agree that we do not have to initiate arbitration before exercising our remedy of repossession, if applicable, and you have no right to demand arbitration of a repossession, since we can resort to that remedy without going to court. Any claim or dispute arising out of, relating to, or in connection with our exercise of the remedy of repossession, however, is subject to arbitration in accordance with this agreement.

WAIVER OF RIGHT TO JURY TRIAL: You and we expressly waive all right to pursue any legal action to seek damages or any other remedies in a court of law, including the right to a jury trial.

ARBITRATION RULES: Arbitration will be conducted under the Supplementary Procedures for Consumer-Related Disputes and the Consumer Due Process Protocol of the American Arbitration Association that are in effect at the time arbitration is started and under the rules set forth in this agreement. If there is any conflict between what the Commercial/Consumer Arbitration Rules say and what this agreement says, what this agreement says will govern.

STARTING ARBITRATION: Either you or we can start arbitration any time a dispute arises between you and us. If either party brings a lawsuit, counterclaim, or other action in a court against the other party, the other party can within a reasonable time after service of the lawsuit, counterclaim in, or other action (but in no event after a judgment is entered) demand arbitration of the entire dispute. If arbitration is demanded, you and we agree that the entire dispute must be arbitrated in accordance with this agreement and that any lawsuit, counterclaim, or other action must be discontinued. If arbitration is demanded, it is the responsibility of the party who brought the initial lawsuit to file a Demand for Arbitration with the American Arbitration Association. Information on filing a demand for arbitration to be found at www.adr.org.

NO WAIVER: You and we agree that bringing a lawsuit, counterclaim, or other action in court shall not be deemed a waiver of the right to demand arbitration of any claim brought by the other party. As an example, and not by way of limitation, if we file a lawsuit against you in court to collect a debt, and you file a counterclaim against us in that lawsuit, we have the right to demand that the entire dispute, including our original lawsuit against you and your counterclaim against us, be arbitrated in accordance with this agreement. You and we agree that bringing the lawsuit shall not operate as a waiver of our right to demand arbitration.

COSTS OF ARBITRATION: If you start arbitration, you agree to pay the initial filing fee required by the American Arbitration Association. If we start arbitration, we will pay the filing fee and required deposit. You will be responsible for 70% of the future arbitration cost and we will be responsible for 30% of the future arbitration costs.

LOCATION OF ARBITRATION: The arbitration will take place in the State of New Jersey in Ocean County unless you and we both agreed to another location in writing.

OTHER IMPORTANT AGREEMENTS:

1. The Federal Arbitration Act applies to and governs this agreement with the exceptions provided for in this agreement.
2. If either you or we should need to file a lawsuit to enforce this agreement, the suit may be brought in any court with jurisdiction.
3. You and we agree that this agreement applies to all of your, and all of our, assigns and heirs.
4. If any term of this agreement is unenforceable, the remaining terms of this agreement are severable and enforceable to the fullest extent permitted by law.
5. This agreement supersedes any prior arbitration agreement that there may be between you and us.
6. This agreement is fully binding in the event a class action is filed in which you would be a class representative or member. You and we agree that arbitrations pursuant to this agreement which involve you and us and/or us and any other person cannot be consolidated unless we consent to a consolidation. You and we further agree that there shall be no class action arbitration pursuant to this agreement.
7. For more information about the arbitration process, or to obtain a copy of the Supplemental Procedures for Consumer-Related Disputes and the Consumer Due Process Protocol, contact the American Arbitration Association at 1-800-426-8792 or log on to their website at <http://www.adr.org>.
8. If you have signed a Retail Installment Contract in connection with this transaction which contains a different arbitration agreement, then this arbitration agreement shall supersede that arbitration agreement and this arbitration agreement shall control any claims or disputes between you and us.

9. THE ARBITRATOR SHALL RENDER HIS/ HER DECISION ONLY IN CONFORMANCE WITH NEW JERSEY LAW. IF THE ARBITRATOR FAILS TO RENDER A DECISION IN CONFORMANCE WITH NEW JERSEY LAW OR FEDERAL LAW IF APPLICABLE, THEN THE AWARD MAY BE REVERSED BY A COURT OF COMPETENT JURISDICTION FOR MERE ERRORS OF LAW A MERE ERROR IS THE FAILURE TO FOLLOW NEW JERSEY LAW OR FEDERAL LAW IF APPLICABLE.
10. CUSTOMER AGREES TO WAIVE THE APPLICABLE STATUTE OF LIMITATIONS AS FOLLOWS: CUSTOMER AGREES THAT IT WILL BRING ANY AND ALL CLAIMS CUSTOMER MAY HAVE AGAINST US, EXCEPT FOR CLAIMS FOR BREACH OF CONTRACT UNDER THE NEW JERSEY UNIFORM COMMERCIAL CODE, BUT INCLUDING CLAIMS UNDER THE NEW JERSEY CONSUMER FRAUD ACT WITHIN 180 DAYS FROM THE DATE OF THIS AGREEMENT. IF CLAIMS ARE NOT BROUGHT WITHIN 180 DAYS THE CLAIMS WILL BE TIME BARRED. ALL CLAIMS UNDER THE NEW JERSEY CODE FOR BREACH OF CONTRACT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.
11. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE OBLIGATION OF CUSTOMER TO ARBITRATE ALL CLAIMS AS SET FORTH IN THIS ARBITRATION AGREEMENT SHALL SURVIVE RECISION, TERMINATION OR CANCELLATION OF THIS TRANSACTION AND AGREEMENT

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. '

You and we have entered into this agreement as of the “Date” executed.

I, AS THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT THE ATTACHED CONDITIONAL SALES, LEASE OR REPAIR (INVOICE/AGREEMENT) CONTRACTS WERE FULLY COMPLETED AND EXPALINED TO ME PRIOR TO MY AFFIXING MY SIGNATURE ON THE CONTRACT. I IMMEDIATELY RECEIVED A COPY OF THE CONTRACTS ALONG WITH THIS ARBITRATION AGREEMENT, AND ACKNOWLEDGE THAT I FULLY UNDERSTAND THE CONTENTS THEREIN.

CONTRACT ACKNOWLEDGMENT

CUSTOMER

By: _____
You acknowledge that you have received a completed copy of this agreement.

By: _____

Date: _____