

October 2022

Thank you for visiting www.switch2o.com This website is operated by Bestinnovations Inc, a company duly incorporated in the Philippines.

By placing an order online, you agree to be bound by these terms and conditions (“Terms and Conditions”) which shall apply to all Bestinnovations Inc products accessories and services (“Products“) advertised in this website www.switch2o.com

By accessing, browsing and using our Website, you acknowledge that you have read, understood and accepted, without reserve, these Terms and Conditions, as modified from time to time by us.

By placing an order through the Website, you warrant and represent that:

- You have reached the legal age of majority in your country of residence; and
- You are legally capable of entering into binding agreements.

An order placed on this Website is an offer and will only be binding on us when we accept it. We will confirm such acceptance (if any) by sending you an email confirming that we have received your order at which point a purchase contract between us will be formed

Copyright And Intellectual Property Rights

The content of our Website and namely, but not limited to, all user interfaces, computer code, structure, “look and feel”, layout, texts, marks, logos, diagrams, photographs, videos, sounds, music, layout, designs, know-how, technologies, Products and processes as well as the arrangement of such content (the “Content”), are the property of Bestinnovations Inc or are used under license or with the authorization of their respective owners, and accordingly are protected by copyright, trademarks, patents and all other intellectual or industrial property rights which exist under applicable law.

Except as expressly provided in these Terms & Conditions, no part of the Website and no Content may be copied, reproduced, altered or otherwise modified and published on any other medium or website for non-commercial or commercial purposes without Bestinnovations Inc prior written consent.

Nothing contained on our Website shall be interpreted or construed as granting you a license or a right to use any such Content of our Website.

Price And Method Of Payment

The prices of the Products on this Website are quoted in the local currency.

Delivery is integral part of the Product offer (i.e. free of charge).

Payment of the Products on the Website will be done either cash on delivery, or by credit/debit card, or by coupons.

We accept payments online using Visa and MasterCard credit/debit card in PHP.

All credit/debit cards details will not be stored, sold, shared, rented or leased to any third parties.

A deposit will be required on bottles for first-time Residential Consumer or Corporate Customer. This deposit is 100% refundable for active clients upon written request from the customer to info@switch2o.com. Refund will only be valid to active customers of the website who has purchased a minimum of three five gallons of Switch2o within the last 30 days. After 30 days of inactivity the refund is automatically cancelled and waived as this is considered an inactive account. It is not allowed to use the branded Switch2o five gallons for any other water refill than Switch2o.

Upon a customer cancelling their subscription or purchase of Switch2o products, after 30 days inactivity, the customer shall remove any stickers, and or other branding of Switch2o from their non-refundable five gallon units.

The customer has the option to return the Switch2o five gallon units back to Bestinnovations Inc without any remuneration.

Voucher Discounts For Competitors Five Gallon Units

A customer may be eligible to a discount voucher from Bestinnovations Inc and the Switch2o webstore at www.switch2o.com if the customer are providing the supplier with old, used competitor five gallon units. The company may provide discount voucher to the customer for up to PHP 60 per used unit. Such discount voucher shall be deducted from any five gallon deposit refund upon a valid refund request by the customer.

Delivery

Delivery will be made to the address specified when you register on the Website, provided that the address/city in NCR Metro Manila. You may change the address provided through the “edit profile” feature and during the confirmation stage only during the checkout.

Delivery may be scheduled (for coolers, accessories and specific customers) or not scheduled depending on the types of customers and/or Products.

It is your entire responsibility to ensure that you are available to receive the Products ordered. If you are not at the delivery address to receive the ordered Products, a card with a contact number will be left for you to arrange with our Contact Center an alternative drop off time.

Products are subject to the prevailing market conditions. In the event of non-availability of any of the Products, this will be stated on the Website and/or you will be called by our Contact Center.

Where an order of any of the Products is accepted, we will ensure that the Products are dispatched within the same day from the date of placing the order if the order was placed before 11am, if the order takes place after 11am, the delivery will be organized the day after.

Product Ownership And Risks

Title and ownership of the Products shall remain with us until we receive the total and final cleared payment.

The risks on the Products are passed on to you when the Products are successfully delivered without any condition of payment.

Return Policy, Refund Policy And After Sales Policy

Products delivered must be inspected immediately by you. Any faulty, damaged or defective Product shall be reported to us the same day after the delivery of the faulty, damaged or defective Products by:

- calling our contact center +63 917 157 6100
- sending an email: info@switch2o.com or
- by sending a WhatsApp or Viber to +63 917 157 6100

and shall be returned with the original packaging (if any)

Any faulty, damaged or defective Product will be replaced with a similar Product. In case that the faulty, damaged or defective Product is no longer available, the Product's amount paid will be refunded to you within thirty (30) days from the date of notification that the Products cannot be replaced.

We do not proceed to any refund on coupons.

If the payment was done by credit/debit card, the refund will be done only to the same credit/debit card.

Change Of Orders

To meet our delivery deadlines, online orders are processed automatically by our system and immediately transferred to our Logistics Centre. If you wish to cancel or modify your order, we kindly invite you to contact as soon as possible

- calling our contact center +63 917 157 6100

- sending an email: info@switch2o.com or
- by sending a WhatsApp or Viber to +63 917 157 6100

You may return the Product the same day of the delivery. If the Product has been already delivered, you may return the Product and obtain the reimbursement ONLY if the packaging has not been unsealed (when this is a machine's packaging) and/or undamaged, you do not open the packaging of the Product and you do not use the Product received.

Warranty

The new cooler machines are guaranteed against manufacturer's defects during twelve (12) months from the date of purchase.

The pre-owned cooler machines are guaranteed against manufacturer's defects during six (6) months from the date of purchase.

Cookies Policy And Data Privacy Policy

A Cookies Policy applies to this Website. The Cookies Policy forms an integral part of these Terms & Conditions. We invite you to read this Cookies Policy carefully.

At the time of registration you will receive a password. It is your responsibility to maintain the confidentiality of your password. You are entirely responsible for all orders of the Products online or for any information provided to us using your email address and password. You must immediately notify us of any unauthorized use of your email address and/or password or any known breach of security.

Any personally identifying data and information that you may send via the Internet to our Website are protected and treated according to our **Bestinnovations Inc** Data Privacy Policy. . The **Bestinnovations Inc** Data Privacy Policy forms an integral part of these Terms & Conditions. We invite you to read this Data Privacy Policy carefully before providing us with any personally identifying data and information.

Special Offers, Promotions & Competitions

From time to time, and, at our sole discretion, purchase of Products may be subject to special or promotional offers. **Bestinnovations Inc** reserves the right to alter, amend, suspend or terminate any special offers, promotions or competitions at any time without any prior notice.

Termination Of Water Supply Agreement With Commercial/Business Customer For Convenience And/Or For Cause

If the Water Supply Agreement with Commercial Business Customer is terminated for cause by us, given to the Business Customer at least thirty (30) days prior termination notice in writing, with no need of a Court order, the order placed online by Commercial Business Customer after the termination effective date will be automatically canceled with no delivery. The Business Customer agrees that it shall not claim for loss or compensation from Nestlé against any and all direct or indirect loss or damage whatsoever that it may incur as a result of such action or decision taken by **Bestinnovations Inc**

General

These Terms & Conditions shall be governed by the laws of the Philippines. Any dispute, arising in connection with these Terms and Conditions, and which is not resolved shall be submitted by either Party to the exclusive jurisdiction of the competent Courts of the Philippines (excluding Free Zones Courts).

We reserve the right to amend these Terms and Conditions from time to time. You will be subject to the Terms and Conditions in force at the time that the order was placed, unless any change to such terms and conditions is required retroactively by law or government authority.

All notices must be sent by post to our email info@switch2o.com posted in the Website.

This website is also subject to **Bestinnovations Inc** Terms and Conditions

Copyright © 2022 **Bestinnovations Inc**

