LEGAL DISCLAIMER, TERMS OF USE, AND LIMITATION OF LIABILITY OF HYLKA WATER DEVICE HYDROGEN ENRICHED WATER GENERATOR

1. PURPOSE AND SCOPE OF APPLICATION

This document establishes the conditions of use, limitations of liability and safety warnings of the hydrogen-enriched water generating device (hereinafter, the "Device"), marketed and distributed by **HYDROCELL WORLD, S.L.** with address at C/ Grassot 85, Local. 08025 Barcelona and CIF B-13691233 (hereinafter, the "Distributor").

This document is in compliance with applicable regulations within the European Union, including:

• **Regulation (EU) 2019/1020** on market surveillance and conformity of products, which regulates the safety of products placed on the market within the European market and the obligations of economic operators.

• **Regulation (EU) 2023/988** on general product safety (which will replace Directive 2001/95/EC from December 2024), which sets out the requirements for product safety on the European market.

• **Regulation (EC) 178/2002** on food safety, which includes the responsibility of the economic operator to ensure the safety of products, especially those intended for human consumption.

• **Directive 2014/35/EU** on the safety of low-voltage electrical equipment, applicable to electrical devices.

• **Directive 2011/65/EU (RoHS)** on the restriction of hazardous substances in electrical and electronic equipment, which regulates the content of hazardous materials in consumer devices.

• **Regulation (EU) 1935/2004** on materials in contact with food, applicable to all devices that may come into contact with liquids intended for human consumption.

• **Directive (EU) 2019/771** on consumer rights and product warranties, which regulates the guarantees and conditions under which a consumer can file complaints.

• **Regulation (EU) 2017/745** on medical devices, if the Device is used as a medical device, or may be subject to any related provision in the event of medical claims.

The Device must be used exclusively in accordance with the specifications set forth in the User Manual provided with the Device. Failure to comply with these conditions may create risks to the user's safety and exempt the Distributor from liability in the event of damage or misuse.

2. COMPLIANCE AND TECHNICAL DOCUMENTATION

The Device has been designed, manufactured and marketed in accordance with the provisions of the regulations referred to in point 1. The Distributor guarantees that the Device complies with the essential safety, health and environmental protection requirements established by the applicable European regulations.

The User Manual that Hydrocell SL provides to users of the Device provides crucial information on the correct use, necessary precautions, storage conditions, maintenance and recommendations to avoid damage or malfunctions of the Device.

The Distributor makes available to users the certificates of conformity, safety test reports and other documentation related to the regulatory compliance of the Device, which may be consulted if requested within the established legal framework.

3. PROPER USE AND PROHIBITIONS

The Device is intended only for the generation of hydrogen-enriched water for human consumption, under the conditions and specifications of the User Manual. Any use other than as specified will void the warranties and release the Distributor from any liability.

It is expressly prohibited:

• Use the Device with liquids other than drinking water specified in the User Manual.

• Exposing the Device to extreme temperatures or inappropriate environmental conditions, such as leaving it inside a closed vehicle exposed to the sun or in places with high humidity.

• Tampering with, modifying or disassembling the Device in any way not authorised by the manufacturer.

• Use components or spare parts that are not original or not recommended by the manufacturer.

• Operate the Device in environments with the presence of flammable gases or in conditions that involve a risk of electrical sparks.

• Consume hydrogen-enriched water in amounts higher than recommended without prior consultation with a health professional.

3.1 Exclusions of Use

Subject to Regulation (EU) 2019/1020, the Company shall not be liable for any damages arising from any improper, negligent or improper use of the Device, including, but not limited to:

• Personal injury caused by explosions, overheating, or defects attributable to misuse of the Device.

• Adverse reactions to the health of users derived from inappropriate or excessive consumption of hydrogen-enriched water.

• Damage to property or third parties due to use outside of the manufacturer's specifications.

4. LIMITATION OF DISTRIBUTOR'S LIABILITY

The Distributor shall not be liable, in any case, for the following damages, and the User expressly waives any claim on these concepts:

• Indirect, incidental, or consequential damages resulting from the use of the Device.

• Economic, commercial or reputational losses arising from misuse or failure to follow the manufacturer's instructions.

• Claims of poisoning or adverse health effects not supported by verifiable scientific evidence or medical studies.

• Damage caused by the actions of third parties or force majeure events beyond the control of the Distributor.

4.1 Exemption for non-conformity

In accordance with Directive 2001/95/EC on general product safety, the Distributor is exonerated from any liability for damages arising from improper use of the Device that deviates from the specifications and warnings indicated in the User Manual, or from any act of negligence by the User.

5. WARRANTY AND CLAIMS PROCEDURE

5.1 Warranty

The Device is covered by a limited warranty, in accordance with Directive 2019/771 on consumer rights, which covers manufacturing defects only.

The warranty does not cover damage resulting from improper use or failure to follow the instructions in the User Manual.

5.2 Complaint procedure

In order for a complaint to be processed correctly, the User must:

1. Provide valid proof of purchase (invoice or receipt).
2. Describe in detail the defect or incident that gives rise to the complaint.
3. Return the Device for technical evaluation as directed by the Distributor.

In the event of not complying with these requirements, the Distributor may reject the claim in accordance with European legislation on guarantees and consumer rights.

6. APPLICABLE LAW AND JURISDICTION

This disclaimer shall be governed by the applicable laws of the European Union and the national regulations applicable to the country of marketing.

In the event of a dispute, the parties shall submit to the jurisdiction of the competent courts of Barcelona, Spain, in accordance with the legislation in force and the provisions established by Directive 2013/11/EU on alternative dispute resolution.

7. CONTACT AND SUPPORT

For queries, technical assistance or complaints, the User may contact the Distributor through:

Hydrocell World, S.L.

C/ Grassot 85, local. 08025- Barcelona.

admin@hylka.com