

GENERAL TERMS AND CONDITIONS

PRICE AND TERMS OF PAYMENT

Terms are net, payable 30 days from the date of invoice. All pricing in U.S. currency. Buyer shall pay all sales, consumers, or other applicable taxes. A 1-1/2% monthly (18% annual) service charge will be added to the outstanding balance of all past due invoices.

Minimum invoice \$250.00. Zurn PEX, Inc., Zurn Water, LLC, Zurn Industries Limited, and EMC Water LLC (f/k/a Elkay Manufacturing Company) (collectively, "Zurn") reserve the right to apply a minimum order charge in order to meet the \$250.00 minimum invoice requirement. All orders are subject to credit approval by the Zurn Credit Department prior to the acceptance of an order. Orders may be refused, delivery may be withheld, or shipment stopped in transit without any liability on Zurn's part at Zurn's sole discretion based upon Buyer's credit worthiness as determined by Zurn.

FREIGHT

All sales are F.O.B. seller's location. Zurn will allow full freight allowance for any Zurn PEX, Inc. orders totaling \$3,000 or more. Zurn will also allow full freight allowance when any of the following conditions are met: (1) Any combination of Zurn Water, LLC and Zurn Industries Limited orders totaling \$3,500 or more (not including Flo-Thru and/or Stainless Drains products), (2) any combination of EMC Water LLC (f/k/a Elkay Manufacturing Company) orders totaling \$3,500 or more (not including products in Elkay Showroom orders), (3) Flo-Thru and/or Stainless Drains orders of \$5,000 or more, and (4) Elkay Showroom orders of \$2,500 or more. **NOTE: Green Turtle Americas, Ltd. Orders are not included in the \$3,500 policy set forth in (1) above.** This full freight allowance applies when the shipment is within the continental United States, Hawaii, Alaska, and/or Puerto Rico, in addition to having a single destination of a Buyer's standard address or job location. Routing of shipment shall be determined at the sole direction of Zurn. Shipping dates are estimates and time of delivery shall not be of the essence of this sale contract. Under no circumstances will Zurn have any responsibility on account of any delays in manufacture, transportation, or otherwise. Terms of Export Shipment on application.

NOTE: Shipments in excess of 90" long or 3,000 lbs may be subject to additional charges, and shall be defined as an oversized and/or overweight product and Zurn's standard FFA terms may not apply. Please contact our Customer Service Department for guidance on potential additional shipping charges. This new policy supersedes any existing agreements.

LIMITED WARRANTY

Zurn goods sold hereunder are warranted to be free from defects in material and factory workmanship for the period of time from the date of purchase: AquaVantage® Flush Valves, AquaFlush® Flush Valves, Commercial Fixtures, Faucets, Showers, and Tubular Brass: three years; Chemical Drainage, Linear Drainage, Commercial Drainage, Specification Drainage, Zurn Wilkins, and Flush Valve, Faucets, and Tubular Brass decorative finishes: one year; PHIX® Cartridge: ten years; FOG-ceptor®: thirty years.

Where permitted by law, **THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE ABOVE IDENTIFIED PERIOD OF TIME AND SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOODS.** A damaged/broken test cock or ball valve is not considered defective. Please contact Zurn Customer Care for assistance.

Zurn will replace goods at no cost that prove defective provided Zurn is notified in writing of such defect and the goods are returned prepaid at the specified Zurn location with evidence that they have been properly maintained and used in accordance with instructions. **ZURN SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR ANY LOSS, INJURY, OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO THE AGREEMENT (AS DEFINED BELOW), REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER ZURN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY**

(CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. The sole and exclusive remedy shall be limited to the replacement of the defective goods. Before installation and use, Buyer shall determine the suitability of the product for his intended use and Buyer assumes all risk and liability whatever in the connection therewith. All weights stated in Zurn catalogs and lists are approximate and are not guaranteed.

RETURNED GOODS

Standard cataloged material may be returned only (1) with written permission of Zurn, (2) within 30 days of RMA issuance, (3) with a reference to the original purchase order, and (4) in compliance with any other requirements issued by Zurn at its sole discretion. Returned goods are subject to a 25% restocking charge of total saleable material returned, plus cost of reconditioning, if necessary, to make material saleable. Non-saleable returns will not be issued credit. Transportation charges are the responsibility of Buyer. Credit allowance will be in the form of merchandise credit only – not cash credit. The value of the return must total at least \$250.00 to qualify for credit allowance. No credit will be allowed for parts unless originally ordered and invoiced as parts. No credit will be allowed for discontinued or made-to-order items. Items that have been specially made are not subject to return or cancellation. Material must be returned within one year of the invoice date for credit to be issued for all products other than water coolers, which must be returned within six (6) months of the invoice date.

ILLUSTRATIONS OF TYPICAL INSTALLATIONS

The typical installations for various products found in each product section are intended to illustrate the products and potential options for the use of these products. Under no circumstances are they to be construed as recommended installation procedures. Consult local codes and project specifications for proper installation instructions.

SHORTAGE/DAMAGE CLAIMS

Notification of material shortages or incorrect filling of orders must be made to Zurn within 5 days of receipt. No claims over three months old will be honored. Buyer agrees to make all complaints for damage in transit or "short count" directly to the carrier; before the contents are unloaded have the carrier agent's acknowledgment of such damage noted on the bill of lading and to present to the carrier its agent's acknowledgment of such damaged material with formal claim covering said damage.

GENERAL

Zurn reserves the right to make changes in design or equipment of any item or product without incurring any obligation on previously sold items, and to discontinue items at any time, without notice. All orders are subject to acceptance by Zurn.

Any invoice, order confirmation, order acknowledgment, or packing slip issued by Zurn for the products and these Terms and Conditions (collectively, this "Agreement") comprise the entire agreement between Zurn and Buyer, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Zurn expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms and Conditions.

Zurn is not responsible for typographical errors.