

The Terms and Conditions of Sale appearing below govern the sale of goods and/or services sold or supplied by Pentair Residential Filtration, LLC, Pentair Filtration Solutions, LLC and each of their respective international affiliates, referred to herein as "Seller" while the purchaser is referred to herein as "Buyer". The parties agree that even if these Terms and Conditions of Sale do not accompany every product sold by Seller, these Terms and Conditions of Sale shall govern all sales made by Seller until such time as new terms and conditions are provided by Seller to Buyer.

The terms and conditions of sale are only those stated herein, which with the information contained in the face of the Order Acknowledgment shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. Buyer's agreement to the terms and conditions will be conclusively established; (i) when Buyer has received and retained this Order Acknowledgment for ten (10) days without objection, or (ii) by Buyer's acceptance of all or any part of the goods referenced in the Acknowledgment. The parties agree there are no agreements, representations or warranties between the parties, oral or written, with respect to the goods sold hereunder (including any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Buyer's communications to Seller, including but not limited to Buyer's purchase orders, the terms of which are hereby rejected, are applicable to these terms and conditions in any way and in no event shall such Buyer's or any other terms and conditions be considered valid exceptions to the provisions of these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions. Buyer acknowledges and agrees that by placing an order pursuant to such purchase of equipment, materials and/or services shall be subject to and governed by such Terms and Conditions.

**ACCEPTANCE**

Buyer's order is accepted upon the following terms and conditions. If the terms stated in Buyer's order are inconsistent with these terms, this shall constitute a counteroffer and Buyer shall be deemed to have accepted Seller's terms unless it notifies Seller to the contrary in writing within three (3) days after receiving Seller's acknowledgment. Minimum order requirements may apply based on the product you are ordering; confirm any minimum order requirements with your account manager. No additions to or modifications of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties.

**DESCRIPTION OF GOODS**

The only specifications that are a part of this Agreement are those written specifications acknowledged in writing by Seller and which Seller has initialed and attached to the applicable acknowledgment of Buyer's purchase order.

**CANCELLATION**

Cancellation of orders by Buyer can only be made with Seller's prior written consent. If the product is being built to Buyer's specification, Buyer is responsible for all expenses incurred by Seller, including any raw materials and other non-cancelable commitments, or a minimum 25% cancellation charge, whichever is greater. **Domestic orders:** Orders canceled less than 5 days prior to the scheduled delivery date shall be finished and billed at contract price. **Export Orders:** Orders canceled less than 10 days prior to the scheduled delivery date shall be finished and billed at contract price.

**QUOTATIONS AND PRICES**

Orders will be billed at the price in effect at the time of order, unless otherwise specified in the quotation. All orders require a valid customer PO number and written confirmation prior to acceptance by Seller. Quotations are valid for thirty (30) days unless otherwise specified and represent no obligation until the purchase order is acknowledged and accepted by Seller. The price and performance of orders are subject to resource availability and costs within the control of Seller at the time of manufacture. Seller reserves the right to cancel or adjust prices and delivery without notice. Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of and Buyer shall pay the cost of transportation, insurance, taxes (including, without limitation, any sales, use, or similar tax), license fees, customs fees, duties and other charges related thereto. All clerical errors are subject to correction. Any price discrepancy on orders will require a revised PO from Buyer.

**PAYMENT**

Subject to the provisions of Seller's credit policy, payment terms are 1%/10 net 30 days from date of invoice unless otherwise noted on the invoice. Thereafter, interest shall accrue on unpaid amounts at the lesser of the maximum rate allowable under law or at the rate of 1.5% per month. All payments must be made in US funds. Buyer shall be liable for Seller's costs of collection, including, without limitation, reasonable attorneys' fees.

**DELIVERY/ SHIPMENT AND EXPORT CONTROLS**

Delivery & Shipment - Shipping date(s) proposed by Seller constitutes only an estimate on the part of Seller. Buyer's PO must specify preferred carrier or order will be shipped via best way, prepay and added to the invoice. Delivery of goods to a carrier at the Named Place (whether Seller's plant or whatever other place is identified and agreed) shall constitute delivery. Terms used shall be defined as in Incoterms 2010 Rules. Title to goods purchased hereunder, as well as the risk of loss, shall in domestic sales pass to Buyer at the Seller's door, and shall in international sales pass to Buyer upon entry into international waters, entry into international airspace, or the crossing of an international border, with the sole exception of banked transactions (L/C, DAA, DAP) in which case the transfer of title occurs upon exchange of documents at the bank window, and the transfer of risk of loss occurs upon entry into international water, international airspace, or the crossing of an international border. Buyer shall make claims for loss or damage to goods while in transit against the carrier. Additional charges will be incurred by Buyer for special processing for export orders and drop shipments outside of the United States of America. To the extent applicable, Buyer agrees to comply with relevant hazardous materials shipping regulations when reselling any good classified as a hazardous material. Seller reserves the right to make partial shipments. Buyer agrees to comply with all U.S. export controls and regulations and will not sell, ship to, or otherwise involve Seller's goods with any banned country or denied party on any banned list in violation of U.S. export controls and regulations. Buyer shall notify Seller if any goods ordered are intended for use in a military application. If Buyer provides components, molds, or other technology bearing a classification other than EAR-99, Buyer shall notify Seller prior to providing such items.

**INSPECTION/ RETURNS**

Upon receipt of the goods, Buyer shall promptly and without delay examine the goods as to their condition, quality and quantity. Unless the Buyer notifies Seller in writing to the contrary within eight (8) business days from the date of receipt of the goods, the goods shall be deemed to have been duly received and accepted as to condition, quality and quantity, without apparent damage. Authorization and shipping instructions for the return of any saleable goods must first be obtained from Seller; otherwise return shipments will be refused. The return of goods is limited to no longer than one (1) year from the date of purchase, verified by invoice. Goods built to Buyer's or an end user's specifications and special orders cannot be returned. Transportation charges on returned goods must be prepaid and are Buyer's responsibility. Goods may be returned for credit only. Returned goods must be carefully packed so as to reach Seller without damage. A 25% restocking charge will be deducted from any credit memorandum issued for returned goods. If goods are returned due to some fault of Seller, full credit will be issued, including whatever transportation costs Buyer may have incurred, provided the return has been authorized by Seller in writing and is in accordance with the packing and shipping instructions provided by Seller.

**WARRANTIES**

Unless otherwise provided in a warranty for the specific product purchased or unless required by local law, Seller hereby warrants that all goods purchased hereunder shall be free from material defects in material and workmanship for a period of one (1) year from the date of shipment to Buyer. If within such one-year period such goods shall be proven to be materially defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced at Seller's sole option. In the event the goods cannot be repaired or replaced, Seller shall issue a credit to Buyer for the purchase price of the defective goods. Such repair, replacement, or refund shall constitute a fulfillment of all liabilities in respect of such goods. The warranty for all goods sold by Seller but manufactured by others shall be the warranty provided by such manufacturer for such goods. Seller shall take all commercially reasonable efforts (other than the payment of money) to provide the manufacturer's warranty to Buyer. Only Pentair parts may be used with Seller's goods, as provided in the owner's manual. Incorporation of any non- Pentair parts, including but not limited to repair parts or kits, into a good shall completely void the Pentair warranty for such good. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. Seller is not liable for damage to goods, property or persons arising out of the improper installation of such goods; modification, repair or tampering of such goods by anyone other than Seller; misuse of the goods; or utilization of the goods under conditions exceeding specifications for such goods. Seller is not liable for defective goods if the defect is caused by or is a result of a design supplied by anyone other than Seller. In instances where the design is provided by a party other than Seller, Seller will build the goods to the design; however, in no event shall Seller be liable for the failure of the goods to function or perform as anticipated by Buyer, when lack of functionality or performance is due to the design. Pentair Residential Filtration, LLC product warranties may be found by visiting [www.everpure.com](http://www.everpure.com) for Everpure products, [www.americanplumber.com](http://www.americanplumber.com) for American Plumber products, [www.wellmate.com](http://www.wellmate.com) for WellMate products, [www.pentairindustrial.com](http://www.pentairindustrial.com) for Industrial Products, and [www.waterpurification.pentair.com](http://www.waterpurification.pentair.com) for all other products manufactured by Pentair Residential Filtration, LLC. Pentair Filtration Solutions, LLC product warranties may be found by visiting the applicable product website or upon request from the sales representative.

**LIMITATION OF LIABILITY**

SELLER SHALL HAVE NO LIABILITY TO ANY PERSON FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION OR LOSS OF USE, REVENUE OR PROFITS, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL SELLER'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER FOR THE GOODS, REGARDLESS OF WHETHER SUCH LIABILITY AROSE IN CONTRACT, TORT (THROUGH PASSIVE OR ACTIVE NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL BASIS. THE EXISTENCE OF MORE THAN ONE (1) CLAIM SHALL NOT INCREASE OR EXTEND THE ABOVE-MENTIONED LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO BUYER.

**INSURANCE**

Seller shall obtain and maintain appropriate insurance coverage with limits sufficient to cover the liabilities outlined in these terms and conditions. Seller will provide a basic certificate of insurance evidencing coverage at request of Buyer; however, in no event will Buyer be added as an additional insured on Seller's policies. Marine Insurance: The party responsible for paying the main transportation shall provide full cargo insurance coverage – defined as door-to-door, "A" cover, all risk, marine, war, strike and riot – regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the buyer's responsibility. On E and F terms, plus CFR and CPT, the buyer shall provide full cargo insurance coverage. On D terms, plus CIF and CIP, the seller shall provide full cargo insurance coverage. For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately covered.

**TOOLING**

Unless specifically provided in writing executed by the Seller and the Buyer, any equipment (including, but not limited to, jigs, dies, tools, molds and patterns) made for the manufacture of customer specified goods or products shall be, and remain, the sole property of Seller notwithstanding that Buyer may have been charged for all or part of the cost therefor.

**ENGINEERING / DESIGN CHANGES**

Seller reserves the right to make design, specification and/or engineering changes to its products without prior notification to Buyer. Title to, and full and unrestricted ownership and right to use all designs, specifications and engineering information provided by Seller shall at all times be and remain vested in Seller.

**GOVERNING LAW**

The parties agree that any dispute arising from the terms of this Agreement shall be governed in accordance with the laws of the State of Wisconsin (for orders submitted to Pentair Residential Filtration, LLC) or the State of Illinois (for orders submitted to Pentair Filtration Solutions, LLC) without regard to the conflict of laws provisions thereof, and all disputes shall be venued exclusively in the state or federal courts sitting in the County of Milwaukee, State of Wisconsin, or the County of Cook, State of Illinois, respectively. These courts will have personal and subject matter jurisdiction over, and the parties each hereby submit exclusively to the venue of such courts with respect to any dispute arising out of or related to this Agreement. The parties waive any objection to jurisdiction or venue of the courts sitting in the County of Milwaukee, State of Wisconsin, or the County of Cook, State of Illinois, respectively. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**FORCE MAJEURE**

Seller shall not be under obligation or have any liability that may arise out of any delay in its performance or nonperformance caused directly or indirectly by fire, explosion, accidents, strikes, embargoes, floods, epidemics, quarantine restrictions, unusually severe weather, labor shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel power or transportation, or act of God or arising from contingencies, occurrences or causes beyond the reasonable control of Seller. In the event of delay due to any of the foregoing, the estimated shipping date shall be extended for a period equal to the time lost by reason of such delay. Quantities sold hereunder affected by any of the foregoing circumstances may be eliminated without liability, but these Terms and Conditions shall otherwise remain unaffected.

## COMPLIANCE WITH LAWS

With respect to the purchase, sale, resale and servicing of goods or services sold hereunder, Buyer shall comply with *all* applicable laws, trade embargoes, regulations, orders and other restrictions and, without limiting the generality of the foregoing, do the following:

(a) Comply with the various federal, state and local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

(b) Abide by all applicable laws and regulations of the U.S. government, which laws and regulations shall supersede any conflicting laws and regulations of any other country. Buyer shall abide by all applicable laws and regulations where the goods are sold and shall ensure and procure that it has all licenses, consents, approvals, permissions and authorizations ("Licenses") required to fulfill its duties under this Agreement and that such Licenses remain in full force and effect for the duration of this Agreement (Buyer shall provide copies of all Licenses to Seller on its request).

(c) Comply at all times with all restrictions imposed by the U.S. government under the U.S. Export Administration Act of 1979 and regulations issued under such Act and trade sanctions programs administered by the U.S. Department of Treasury. Buyer acknowledges that currently such trade sanction programs prohibit it from engaging in transactions with certain countries and parties including, but not limited to, North Korea, Sudan and Syria.

(d) At all times, conduct its activities in accordance with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977. Accordingly, Buyer agrees to make no offer, payment or gift, will not promise to pay or give, and will not authorize the promise or payment of, any money or anything of value to any government official, any political party or its officials, any candidate for political office, any official or employee of a public international organization or any person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any government official, any political party or its officials, any candidate for political office, or any official or employee of a public international organization for the purpose of influencing any act or decision to assist Buyer or Seller or otherwise obtaining any improper advantage or benefit.



### WATER QUALITY SYSTEMS

EVERPURE-SHURFLO WORLD HEADQUARTERS

1040 MUIRFIELD DRIVE, HANOVER PARK, IL 60133 USA • [FOODSERVICE.PENTAIR.COM](mailto:FOODSERVICE.PENTAIR.COM)

800.942.1153 (US ONLY) • 630.307.3000 MAIN • 630.307.3030 FAX • [CSEVERPURE@PENTAIR.COM](mailto:CSEVERPURE@PENTAIR.COM) EMAIL

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