

TERMS and CONDITIONS

The prices shown herein supersede all previous quotations and are subject to change without notice. Zurn Industries, LLC - Commercial Brass Operation is under no obligation to sell anyone or company the goods listed herein or in its catalogs.

Terms of Payment: Net payment terms are 2% 30 days, net 31. In addition to prices and freight specified, the Buyer shall pay all sales, consumers or other applicable taxes. A 1-1/2% per month service charge will be added to all past due invoices. Annual rate of 18%.

Limited Warranty: All goods sold hereunder are warranted to be free from defects in material and factory workmanship for a period of three (3) years from the date of purchase. We will replace at no cost goods that prove defective provided we are notified in writing of such defect and the goods are returned to Zurn Industries, LLC prepaid at Falconer, New York, with evidence that they have been properly maintained and used in accordance with instructions. **We shall not be responsible for any labor charges or any loss, injury, or damages whatsoever, including incidental or consequential damages.** The sole and exclusive remedy shall be limited to the replacement of the defective goods. Before installation and use, the purchaser shall determine the suitability of the product for his intended use and the purchaser assumes all risk and liability whatever in connection therewith. Where permitted by law, **the implied warranty of merchantability is expressly excluded.** If the products sold hereunder are "consumer products," **the implied warranty of merchantability is limited to a period of three (3) years and shall be limited solely to the replacement of the defective goods.** All weights stated in our catalogs and lists are approximate and are not guaranteed.

Returned Goods: Standard cataloged merchandise may not be returned to Zurn Industries, LLC for credit unless prior written approval is obtained by the Buyer from Zurn. Approval will only be granted when material is currently manufactured and listed in this price sheet. Credit will be issued on all material returned by permission, at the invoiced purchase price, less a minimum handling fee of 25% and less any expense which might be incurred in reconditioning goods to saleable condition. No returns will be allowed on custom product assemblies that were manufactured in accordance with the customer's specifications. Transportation charges must be prepaid by the Buyer. Credit allowance will be in the form of merchandise credit only – no cash credit.

Minimum Charge: All orders having a net value of less than \$100.00, we reserve the right to apply a \$100.00 net minimum invoice on faucets and repair parts.

NOTE: All product illustrations, specifications and published literature are based on authorized information. Although descriptions are thought to be accurate at the time of publication approval, accuracy cannot be guaranteed. Zurn Industries, LLC reserves the right to make changes, without notice. Please contact your local sales representative for the latest information at the time of purchase.

Freight: All sales are F.O.B. Falconer, New York. Zurn Industries, LLC will allow full freight on shipments of \$3,000.00 net when the shipment is within the continental United States and has as a destination of the Buyer's standard business address or a designated job location. Routing of shipment shall be determined at the sole discretion of Zurn Industries, LLC.

Damage: All claims for damage in transit, storage or non-delivery must be filed against the carrier by the Buyer.

Credit: All orders are subject to credit approval by Zurn Industries, LLC Credit Department in Falconer, New York, prior to the acceptance of the order. Orders may be refused, delivery may be withheld, or shipment stopped in transit on orders accepted without any liability on Zurn Industries, LLC's part, if, in its sole option, the Buyer's ability to pay for the merchandise or the terms and conditions contained herein is in doubt.

All pricing in U.S. currency.