

STANDARD TERMS AND CONDITIONS OF SALE

1. **Acceptance** – Purchaser may accept this document ("Contract") by returning to Pentair Filtration, Inc. ("Seller") a signed copy of this document, by otherwise acknowledging receipt without objection within a reasonable period of time, or by expressing acceptance in any other legal manner, whether or not such acceptance contains terms additional to or different from those stated herein; provided that Seller objects to and rejects any such different or additional provisions, and such provisions shall not be a part of the contract between the parties. If Purchaser shall deem this Contract an acceptance of a prior offer, such acceptance is limited to the express terms contained on the face and the back hereof. Additional or different terms or any attempt by Purchaser to vary in any degree any of the terms of this order shall be deemed material and are rejected. However, this Contract shall not operate as a rejection of the Purchaser's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the items.
2. **Shipping** – The estimated Shipping Date is based on production time required to process the order commencing with the date Seller receives the order. In the event it is necessary to revise the design, specifications, or this Contract, the shipping date shall be extended by the period of time required to achieve the mutually agreed upon corrections or adjustments. The seller reserves the right to make partial shipments. "Shipping Date" refers to the date the order leaves Seller's dock; it does not take into consideration the transit time required to deliver the product between the Seller's dock and the Purchaser.
3. **Delays in Shipping (Force Majeure)** – The Purchaser shall not hold Seller responsible for any delay or for any damages suffered by the Purchaser by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other causes beyond the control of Seller, Seller's suppliers or Seller's subcontractors. In the event of such delay, (a) the time for Seller's performance shall be reasonably extended; (b) both parties shall take reasonable steps to adjust all affected dates in the order; and (c) a purchase price adjustment shall be made for additional costs incurred by Seller.
4. **Damage or Loss in Transit** – Delivery of goods to a carrier at Seller's plant or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Purchaser at that time. Purchaser shall make claims for loss or damage to goods while in transit against the carrier; Seller will assist Purchaser in securing satisfactory adjustment of such claims. Shortages or damages must be identified and signed for at the time of delivery. If any concealed loss or damage is discovered, notify your freight agent within 48 hours and request an inspection. Terms are F.O.B. Sellers' dock.
5. **Warranties** – Seller makes no representations or warranties except that Seller warrants that all goods manufactured by it shall be free from material defects in material and workmanship for a period of one (1) year from the date of shipment to Purchaser. 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. Such corrections or replacements 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 reasonably commercial efforts (other than the payment of money) to provide the manufacturer's warranty to Purchaser. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS AND 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 by anyone other than Seller of such goods; misuse of the goods; or utilization of the goods under conditions, which exceed specifications for such goods. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.
6. **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.
7. **Description of Goods** – This Contract applies only to the goods described herein. The only specifications, which are a part of this Contract, are those written specification which are acknowledged in writing by Seller and which Seller has initialed and attached hereto or otherwise clearly identified with this Contract.
8. **Terms** – Payment is due from date of invoice in U.S. funds according to the terms on each invoice. Interest on past due balances at the rate 18% per annum. Purchaser shall be liable for Sellers costs of collection, including, without limitation, reasonable attorneys' fees.
9. **Prices and Quotations** – Orders are accepted with understanding that the goods will be billed at price in effect at time of order, unless otherwise specified in approved written quotation by Seller. The price and performance of this order is 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. Any price discrepancy on orders will require a revised purchase order from Purchaser.
10. **Freight** – Terms of shipment are F.O.B. Seller's dock. Purchase orders must specify preferred carrier or order will be shipped via Best Way, pre-pay and add to the invoice. If additional services are requested, charges are the responsibility of the customer. Additional services include but are not limited to the following: LIFT-GATE equipment, driver unload, driver detention, sort and segregate, re-delivery, storage, palletizing, call for appointment services, special handling of Hazardous material, etc.
11. **Cancellation** – Purchaser may cancel orders only upon reasonable advance written notice, with agreement of cancellation by Seller, and upon payment to Seller of Seller's cancellation charges which include, but are not limited to all costs and expenses incurred, and to cover commitments made (including any raw materials or other commitments), by the Seller and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.
12. **Engineering and Design Changes** – Seller reserves the right to make design, specification and/or engineering changes to its products without prior notification unless a written agreement between Seller and Purchaser exists as to the design, specification and/or engineering of the product. 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.
13. **Returned Goods** – Authorization and shipping instructions for the return of any salable goods must first be obtained by the Purchaser from Seller, otherwise shipment will be refused. The return of product is limited to no longer than one (1) year from the date of purchase, verified by invoice. Goods built to a customer's or Purchaser's specifications or special ordered cannot be returned for credit. Any product returned in anything but salable condition will be refused and returned to the Purchaser at the Purchasers' cost. A 25% restocking charge will be deducted from our Credit Memorandum on the returned goods. Transportation charges on the returned goods must be prepaid and are the responsibility of the Purchaser. Any cost in excess of 25% restocking charge incurred in placing the goods in salable condition will be charged to the Purchaser by a corresponding deduction from the allowed credit. Goods returned for credit must be carefully packed so as to reach Seller without damage. If the return of our goods is made necessary through some fault of Seller, full credit will be allowed, including whatever transportation expense the Purchaser may have incurred, provided that the return has been authorized by Seller in writing and is in accordance with the packing and shipping instructions.
14. **Taxes and Other Charges** – Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between Seller and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced.
15. **Penalty Clause** – No penalty clause of any description, in any specification or order, will be effective unless approved in writing by the signature of a duly authorized officer of Seller.
16. **Errors** – All clerical errors by the Seller are subject to correction.
17. **General** – This Contract constitutes the entire agreement between the parties relating to the sale of goods described herein and supersedes any and all prior oral or written understandings. No addition to or modification of any provision shall be binding upon Seller, and Seller shall not be deemed to have waived any provision hereof or any remedy available to it unless such addition, modification or waiver is in writing and signed by a duly authorized officer of Seller. This Contract shall be governed by and construed in accordance with the Uniform Commercial Code as adopted in the State of Wisconsin. This Contract shall be deemed to have been made in and shall be constructed in accordance with and governed by the laws of the State of Wisconsin, without regard to the conflict of law provisions thereof, and shall be subject to the exclusive jurisdiction

PRODUCT RETURN POLICY

Any item to be returned requires prior authorization from Seller's Customer Service Department, by phone (800-348-7558) or fax (888-246-0085). Requests for returns of merchandise (other than materially defective merchandise) must be within one (1) year from the date of the Seller's invoice date. The Purchaser's purchase order number or Seller's invoice number must be provided when requesting the authorization. Seller must have an invoice on file for the product requested to be returned. Seller reserves the right to deny requested product returns.

Approved returns will be issued a Return Authorization Number (RA#) from Seller's Customer Service Department. Product returned without prior authorization by Seller WILL BE REFUSED. Approved returns will be given a Return Authorization Number (RA#). The RA# must be PLAINLY displayed on the outside of the parcel or parcels being returned or packages will be refused. Product must be returned within sixty (60) days upon issuance of the RA#. If product is not returned within sixty (60) days, the RA# will be void and any packages returned will be refused.

Items said to be defective will be submitted to Seller's Quality Control Department for evaluation and, if determined to be a material manufacturing defect, credit or a replacement will be issued as Seller's option. Items sent out incorrectly by Seller will be credited upon return of the product. A replacement order will be sent upon request by Purchaser. Items to be returned as a result of over-stock, being incorrectly ordered, or an order cancelled by Purchaser, WILL BE ASSESSED A 25% RE-STOCKING CHARGE AND THE COMPANY SENDING THE RETURNS WILL BE RESPONSIBLE FOR RETURN FREIGHT CHARGES. All items returned, with the exception of goods claimed materially defective must be in even case lots, in their original packaging, and in new and unused condition. Any product returned failing to meet the above guidelines will be destroyed with no credit issued. Any items returned to Seller without Seller's authorization or a Return Authorization Number WILL BE REFUSED.

For further questions regarding this policy, contact the Sales Department at 800.348.7558

ADDITIONAL CONDITIONS AND NOTES:

1. All list prices are quoted in US dollars. Prices listed hereon are F.O.B. Sheboygan, Wisconsin or any of our regional warehouses ship via freight collect.
2. Once established as a stocking distributor, the minimum order value is \$200 NET. F.O.B. Sheboygan, WI Freight Collect. The minimum order amount value is \$200.00 NET shipping to one (1) location. Accepted emergency orders will receive a minimum order charge (difference between \$200 minimum and order).
3. Product sold in skid quantities ONLY. A 10% penalty will apply to any orders accepted by Seller for less than skid quantities.
4. \$6,000 (initial order) Net Prepaid Freight shipping to one location, skid quantities only, from Sheboygan, WI.
5. Additional Invoice Discount of 5% for Truckload Quantities.
6. SPECIAL HANDLING SERVICE - Orders requiring special handling are subject to approval by Pentair Filtration Customer Service Department. A charge of \$50 may be applied to accepted orders requiring "Special Handling" (e.g. drop shipments, expedited/rush shipments, etc.). Freight terms for drop ship orders will be either pre-pay and add or 3rd Party billing to sold to customer. Only Pentair Filtration packing slips will accompany the shipment. Pentair Filtration Reserves the right to refuse requests to drop ship orders or special handling requests.

****Special order only****— Minimum quantity and longer lead times may apply.

NOTE: Purchase orders for ARMORultra™ Products must be submitted separately due to manufacturing location and additional lead times.

NOTE: ARMORultra™ products require a lead time of 14 business days ARO (after receipt of order).

WE RESERVE THE RIGHT TO CHANGE DESIGN, SPECIFICATIONS OR PRICE WITHOUT NOTICE.

ARMOR
plus

ARMOR
ULTRA

ARMOR
ACCESS BOXES



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**Pentair
Water**