



MILWAUKEE VALVE

TERMS AND CONDITIONS OF ACCEPTANCE

1. **CANCELLATIONS:** Orders accepted by Seller cannot be countermanded, cancelled, changed, or deliveries deferred except with the Seller's consent and upon terms that will indemnify Seller against loss.
2. **CLAIMS:** Seller will not be liable for any failure or delay in its performance hereof, or for any damages suffered by Buyer, by reason of such failure or delay, if caused by or arising from, directly or indirect, fires, floods, substantial damages to its plant, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays or any other force majeure cause or causes (whether or not similar in nature to any of those herein before specified) beyond its control. OUR RESPONSIBILITY CEASES AFTER DELIVERY TO CARRIER. IF SHIPMENT ARRIVES IN DAMAGED CONDITION, SECURE PROPER NOTATION ON FREIGHT BILL AND FILE CLAIM AGAINST CARRIER. DO NOT RETURN GOODS WITHOUT OUR CONSENT.
3. **CREDITS:** Buyer agrees to make prompt payment of invoiced amount due in accordance with the terms of the contract. Seller reserves the right or option to modify, change or withdraw credit terms at any time without notice and to request guarantees, security or any payment in advance or extension of credit. On all past due accounts, the legal rate of interest will be added and charged from net due date. Outstanding delinquent balances on all accounts shall, in addition to the above-mentioned monthly interest charge, also include all costs of collection so incurred by Seller at any level of enforcement.
4. **DESIGN:** Milwaukee Valve Company, LLC, reserves the right to change design, specification, or materials without notice, due to a research and development program of continuous product improvement and reserves all rights to label products covered hereunder with appropriate directions or warnings as may be required in its opinion.
5. **LIMITED WARRANTY:** (for consumer, personal, family or household): Seller warrants the product to be free from defects in workmanship and material, and Seller will, without charge, repair the returned product which, upon inspection at Seller's premises, is found to have a defect, provided written notice thereof is given to Seller by buyer and the product is returned within 12 months after date of purchase. Notices and returns are to be made to Milwaukee Valve Company, LLC. Buyer's remedy for breach of this warranty is limited to such repair, but Seller will replace the returned product with an identical or conforming product where repair is unfeasible. This warranty does not cover deterioration by erosion or cutting or severing of resilient components or any cause of failure other than defective material or workmanship. Damage and/or labor charges incurred by Buyer incidental to repair or replacement are not included herein and are specifically negated. This warranty shall also not apply where the product after purchase has been damaged by accident, careless handling or improper application, installation, or use. Buyer assumes sole responsibility for the use or misuse of the product after purchase. Seller shall not be liable for incidental or consequential damage of any kind. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION ON EXCLUSION MAY NOT APPLY TO YOU. This warranty is extended only to the original retail purchaser of the product and his lawful successors utilizing same for personal, family, or household purposes for the balance of the warranty period. Any implied warranties construed to be applicable under State law are limited to both the time and terms of this express Limited

Warranty. Where State laws may vary, return, repair or replacement of product shall be in accordance therewith as appropriate.

6. **ORDER AND QUOTATIONS:** All orders and quotations are subject to approval and acceptance by Milwaukee Valve Company, LLC. Seller's published prices are subject to change without notice AND WILL BE INVOICED AT THOSE PRICES IN EFFECT AT TIME OF SHIPMENT. Prices include Seller's standard commercial packaging unless stated otherwise. Seller reserves the right to correct clerical or stenographic errors on all documents.
7. **PATENTS:** No sale of goods covered by this order shall grant to Buyer or anyone else, any license or right of any kind under any patent owned or controlled by Seller or under any patent which Seller has a license. Buyer agrees to indemnify Seller against, and save Seller, harmless from, any and all claims, liabilities, losses, or damages, sustained or incurred by Seller for, or by reason of any alleged patent infringement arising from the manufacture or sale of any product furnished Buyer which is not part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business and to defend at Buyer's own expense any actions which may be brought against Seller, for or by reason of, such alleged infringement.
8. **RETURNED GOODS:**
 1. SELLER'S WRITTEN AUTHORIZATION MUST BE OBTAINED before goods are returned for credit or exchange. (Full Cartons Only). Returns must be made 180 days from the date of the original shipment.
 2. Goods returned to accommodate purchases will be credited at invoice price or prevailing price at time of return whichever is lower. A minimum charge for inspection and handling of 25%, plus freight both ways and expense incurred in restoring goods to saleable conditions will be assessed on returns which are approved.
 3. Credit allowed on returned goods will be a material credit to be applied on future orders.
 4. Obsolete goods, or goods made on special order, and modifications of regular goods are not returnable.
9. **TAXES:** Prices on the merchandise described herein are exclusive of all city, state and federal taxes including without limitation, Federal, State, or municipal taxes on manufacturing, sales, receipts, gross income, occupation, use and similar taxes and exercises. Such tax or taxes not included in Seller's prices by express notation thereof will be added to the invoice as a separate charge and paid by Buyer.
10. **TERMS:** Commercial and Industrial: 2% 10 Days, Net 30 Days; Marine: Net 30 Days. Parts – minimum order \$100.00 net minimum value. Complete valves – minimum order \$200.00 net minimum value. Full freight allowed order is \$5,000 net. NOTE: 5% SURCHARGE WILL BE APPLIED AGAINST ORDERS FOR BROKEN CARTON QUANTITIES. Prepaid Freight or cartage charges, which are added to the invoice, are not subject to cash discount.
11. **FREIGHT:** Freight allowed orders will be shipped via the carrier of our choice. If requested to ship other than our choice, any additional freight charges incurred must be borne by customer. Freight is not allowed on UPS, Parcel Post, or air shipments.
12. **WARRANTY (NON-CONSUMER):** Seller warrants the merchandise to be free from defects in workmanship and material and Seller will without charge repair any returned merchandise which upon inspection at Seller's

factory is found to have such a defect, provided written notice thereof is given to Seller by Buyer and the merchandise is returned within 12 months after date of delivery hereunder. Buyer's remedy for breach of this warranty is limited to such repair, but Seller at its option may replace the returned merchandise with conforming goods. Damage and/or labor charges incurred by Buyer incidental to repair or replacement are not included herein and are specifically negated. This warranty shall not apply where the merchandise after delivery has been damaged by accident, careless handling, or improper application, installation, or use. Buyer assumes sole responsibility for all consequences of the use or misuse of the merchandise by Buyer, its employees or agents, and Seller shall not be liable under any circumstances for incidental or consequential damages of any kind except as above set forth. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE nor is there any other warranty, express or implied. (NOTE: If the merchandise covered by this Customer Acknowledgement is intended for consumer, personal, family, or household use, then the terms of the LIMITED warranty (as outlined in No. 5) shall apply thereto in place of the foregoing.)

13. **Errors and Shortages: No claims for shortages, receipt of incorrect product, or clerical errors or otherwise, will be allowed unless reported in writing no later than thirty (30) days after Buyer's receipt of product. Issuance of credit is dependent upon the Company's approval.**