GENERAL TERMS AND CONDITIONS

PRICE AND TERMS OF PAYMENT

Terms are net, payable 30 days from date of invoice. All pricing in U.S. currency. The 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 Industries, LLC ("Zurn") reserves 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 when any of the following conditions are met: 1) Plumbing fixture only orders totaling $10,000 or more; 2) Zurn One System orders of $7,500 or more; 3) Any combination of Specification Drainage, Commercial Drainage, Finish Plumbing, Zurn Wilkins, Linear Drainage and Chemical Drainage orders of $5,000 or more; 4) Commercial Drainage only orders totaling $3,500 or more; or 5) PEX only orders totaling $3,000 or more. This full freight allowance applies when the shipment is within the continental United States and has 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 the Seller 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.

These charges and restrictions apply in addition to Zurn standard terms and conditions for sale unless otherwise agreed upon by the parties.

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 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 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 with written permission of Zurn. Returned goods are subject to a 25% restocking charge of total saleable material returned, plus cost of reconditioning, if necessary, to make material sellable. Transportation charges are the responsibility of the Buyer. Credit allowance will be in the form of merchandise credit only – not cash credit. The value of the return must total at least $100.00 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-toorder items. Items that have been specially made are not subject to return or cancellation except by special negotiation. Material must be returned within one year of invoice date for credit to be issued for Chemical Drainage, Linear Drainage, and Commercial Drainage. Material must be returned within two years of invoice date for credit to be issued for Commercial Fixtures, Flush Valve Products, Specification Drainage, Tubular Brass, and Zurn Wilkins. No credit is allowed for Linear Drainage products that have been cut and Specification Drainage product with auxiliary tappings. Flush Valve material over two years old will be subject to a 50% handling charge. Flush Valve material over five years old will not be accepted. Commercial Drainage and Specification Drainage galvanized material will be credited at value of Dura-Coated cast iron, and chrome plated at value of bronze. Zurn Wilkins damaged/broken test cocks or ball valves are not considered defective.

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 10 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. Possession of this Catalog or other sales literature is not to be construed as an offer to sell. All orders are subject to acceptance by Zurn. Catalog printed in U.S.A.

Zurn flush valves are designed to comply with Army Corp of Engineers and Naval guide specifications, Military Specification MIL.V.29193 and Federal Specification WWP541.

Zurn flush valves comply with the following standards: ASME A112.18.1/CSA B125.1, A112.19.5, A112.19.2, A112.19.6, ASSE 1037 and 101 are listed by the following agencies: Canadian Standards, IAPMO/UPC/CUPC, and CSA 125.3. Zurn flush valves are manufactured from dezincification resistant alloys. For additional compliances, contact Zurn Industries, LLC, Finish Plumbing Operation, or 1-800-997-3876.

Zurn is not responsible for typographical errors. The contents of this guide are subject to revision without notice.

© 2018 Zurn Industries, LLC Items in this Guide are covered by Patents and Patents Pending. Registered Trademarks.