

WILKINS

a **ZURN** company

1747 Commerce Way, Paso Robles, CA 93446 Phone: (805) 238-7100

EFFECTIVE June 15, 2007

Weights: *All weights shown are shipping weights and include packaging. For product weights, refer to the general products catalog or product specification sheets on our web site at: www.zurn.com.*

Freight Terms: *All shipments F.O.B. seller's plant. Unless otherwise specifically stated, materials will be shipped freight collect, and all freight including a shipping and handling charge, is to be paid by the buyer, but seller reserves the option to prepay the freight. Orders of \$5,000.00 net or more will be full freight allowed in the continental U.S. Buyer agrees to make all complaints for damage in transit or "short count" directly to the carrier; before the contents are unloaded to have the carrier agent's acknowledgement of such damage noted on the bill of lading; and to present to the carrier its agent's acknowledgement of such damaged material with formal claim covering said damage. Shipping dates are estimates and time of delivery is not the essence of this sale or the contract. Therefore, under no circumstances will the seller have any responsibility on account of any delays in manufacture, transportation or otherwise. If applicable, a nominal handling charge will be applied.*

Returned Goods: *Standard catalogued material may be returned only with written permission of seller. Returned goods are subject to a 25% restocking charge. Transportation charges must be prepaid by the buyer. CREDIT ALLOWANCE WILL BE IN THE FORM OF MERCHANDISE CREDIT ONLY – NOT CASH CREDIT.*

Terms: 2% 30 net 31.

Minimum Orders: *Minimum on all orders is \$50.00 net. No exceptions.*

Limited Warranty: *All goods sold hereunder are warranted to be free from defects in material and factory workmanship for a period of one year 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 us prepaid at Paso Robles, California, 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 its intended use and the purchaser assumes all risk and liability whatever in connection therewith. Where permitted by law, THE IMPLIED WARRANTY OR MERCHANTABILITY IS LIMITED TO A PERIOD OF ONE YEAR AND SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOODS. All weights stated in our catalogs and list are approximate and are not guaranteed.*