

Freight Terms: All prices are FOB factory. Full freight is allowed on shipments of \$1,500 or more within the continental U.S.A. Such allowance is based on the lowest motor carrier transportation rate. Terms for export shipment will be provided on request.

Terms of Sale: All sales are F.O.B. shipping point.

Payment Terms: Invoices are due and payable 30 days from the date of invoice.

Purchase Order Forms: Orders submitted on the Purchaser's own purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the Seller if they in any way modify the Seller's own terms and conditions of sales.

Minimum Order Requirements: Minimum order requirements are \$100 net.

Special Products: Orders for special or modified products are non-cancelable. In the event that the customer cancels an order for such products, Watts shall charge the customer an amount equal to Watts' costs and expenses incurred in performing the purchase order prior to receipt of notice of cancellation.

Partial Shipment: The Seller reserves the right to make partial shipments from time to time and render invoices therefor which shall be due and payable in accordance with stated payment terms.

Delays: The Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond the Seller's control, including, but not limited to governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays.

Rejection of Shipments: If the Purchaser is unable or unwilling to accept any shipment, the Purchaser shall be liable to the Seller, in addition to any other rights to which the Seller may be entitled, for freight, express, storage, extra cost of handling, and other expenses incurred thereby.

Taxes: The amount of any present or future sales, use, occupancy, excise, or other tax, federal, state or local, which the Seller now, or hereafter shall be legally obligated to pay, either on its own behalf or on behalf of the Purchaser or otherwise, with respect to the material covered by this order or contract, shall (unless the prices contained herein are stated expressly to include such tax) be added to such prices and paid by the Purchaser. Purchaser agrees to report and pay any tax direct on non-exempt transaction, in case Seller's invoices do not indicate a charge therefor.

Limited Warranty: The Seller warrants each HydroGuard T/P e700 series valve to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. The Seller further warrants the internal tempering mechanism to be free from defects in material and workmanship under normal usage for a period of five years from the date of original shipment. The Seller warrants all other equipment manufactured by it to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the applicable warranty period, the Seller will, at its option, repair or replace the product without charge.

The remedy described in the paragraph above shall constitute the sole and exclusive remedy for breach of warranty, and the Seller shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if the product does not work properly, damages or other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemicals, decomposition by galvanic action, or any other circumstances over which the Seller has no control. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of this product.

THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE SELLER WITH RESPECT TO THE PRODUCTS. THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from state to state. You should consult applicable laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.**

Purchaser's Remedies: **IN NO EVENT SHALL THE SELLER BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL THE SELLER'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE PRODUCTS. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**