

Pentair Valves & Controls - Terms and Conditions of Sale of Goods & Services

1. ACCEPTANCE AND COMPLETE AGREEMENT. The parties agree that these terms and conditions are the exclusive and complete terms of sale accompanying any accepted purchase order ("Order") and no other terms will be deemed relevant to explain or supplement these terms whether oral, written, based on usage of trade, course of dealing or performance or as may be attached to Buyer's order or included in the face page of the order, any of which are hereby rejected unless Seller agrees otherwise in writing. Buyer's acceptance of products shipped or services provided hereunder shall confirm Buyer's assent to these terms and conditions.

2. PRICE, PAYMENT AND DELIVERY. Unless otherwise indicated on the front of this Order, all products are priced and shipped INCOTERMS 2010 EXWORKS Seller's manufacturing facility. Delivery dates for products are approximate only and subject to availability. Payment terms are net thirty (30) days from date of invoice. Any amounts not paid when due shall bear interest at the rate of 1.5% per month or at the highest rate permitted by law (whichever is less) from the date of shipment or provision of service until paid.

3. COMPLIANCE WITH LAWS. The parties shall comply with all laws and regulations including, but not limited to, export control laws and anti-corruption laws pertaining to bribery, extortion, kickbacks or other unlawful or improper means of obtaining business whether directly or indirectly. Each party shall reasonably cooperate with the other regarding any claim or proceeding and indemnify the other for any act or omission thereof.

4. INSPECTION and ACCEPTANCE. All goods delivered or services rendered shall be conclusively deemed accepted by Buyer unless a written notice of rejection has been sent by Buyer to Seller within thirty (30) days of performance. Buyer shall only have the right to reject goods that do not conform to Seller's warranties.

5. WARRANTY. All products sold are warranted, to be free from defects in material and workmanship and to conform to the specifications listed on the order. If no specifications are listed, the products are warranted to conform to Seller's currently published specifications. The warranty period is one year from the date of installation, or eighteen (18) months from the date of shipment to the Buyer, whichever occurs first. No warranty is given for products or components which have been subject to misuse, improper installation, corrosion, or which have been disassembled, modified or repaired other than by Seller. Seller warrants its workmanship for a period of one (1) year after services are performed. Seller must receive written notice of defect within the warranty period. Seller's liability is limited solely to repair or replacement of any product, re-performance of service or, at Seller's option, refunding to Buyer the purchase price allocable to the nonconforming portion of the Order. However, for products not installed by Seller, Buyer shall be responsible for removal, return and reinstallation costs. SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

6. LIMITATION OF DAMAGES. Notwithstanding anything contained in this Order, where Seller fails to make delivery or repudiates or breaches any provision of this Order, Seller's liability shall not exceed the total sales price under this Order. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OR DAMAGE OF PROFITS, REVENUES, USE, PRODUCTION OR CONTRACTS

OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER.

7. INTELLECTUAL PROPERTY. Neither party acquires any intellectual property right or license under this Order except a nontransferable, non-exclusive, limited right to use only such intellectual property as is necessary in the installation, operation, maintenance, and repair of the goods and services sold under this Order. If a product furnished to Buyer becomes or, in Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any valid patent, Seller may at its option and expense (i) obtain for Buyer the right to use, lease or sell the product, (ii) replace the product, (iii) modify the product, or (iv) remove the product and refund the purchase price paid by Buyer. Seller will not be liable for any infringement arising from the combination of products, use of a product in practicing a process. Buyer agrees, at its expense, to indemnify Seller against any claim for infringement arising out of goods made by Seller in compliance with Buyer's designs, specifications or instructions.

8. CANCELLATION AND TERMINATION. No products may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be canceled except upon Seller's written consent and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses. Either party may terminate this Order if, in its reasonable judgment, bankruptcy or insolvency proceedings are likely or if there is an assignment for the benefit of creditors.

9. ASSIGNMENT. Except as otherwise permitted by operation of law, neither party may assign this Order without the written consent of the other party provided that the assigning party shall remain a guarantor of performance hereunder. Nothing in this Order shall inure to the benefit of or be deemed to give rise to any rights in any third party.

10. SALES TO GOVERNMENT ENTITIES. In the event that Buyer elects to sell Seller's products to a governmental entity, Buyer does so solely at its own option and risk. Seller makes no representations with respect to the ability of its goods, services, or prices to satisfy any statutes, regulations, or provisions relating to such governmental sales.

11. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such party. Such events shall include, but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental acts or regulations, fires, communication line failures, power failures and earthquakes.

12. JURISDICTION AND DISPUTES. This Order shall be governed in accordance with the law of: New York if within the Americas; England if within EMEA; Singapore if within Asia; or New South Wales if within Asia-Pacific. All disputes shall be resolved by the courts located there and the parties consent to such jurisdiction and waive any other.

13. WAIVER AND SEVERABILITY - No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver. In the event any provision or any part or portion of any provision of these Terms and Conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.