

[conditions-of-sale.aspx](#) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Unclaimed
Equipment and
Purchase Order
Policy:**

Insofar and to the extent that this Quote is for Xylem in-house repairs of Customer-owned equipment, Xylem will require that a Purchase Order or Scrap Authorization be received in writing within 90 days of this Quote. In the event Xylem does not receive a Purchase Order or Scrap Authorization in writing within 90 days, Xylem reserves the right to return Customer-owned equipment to the Customer's location and Customer will be liable to Xylem for the return freight in addition to the initial evaluation costs incurred to provide Quote.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Full Freight Allowed

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).
This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.