

GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"

ACKNOWLEDGMENT OF GENERAL CONDITIONS OF SALE

Notwithstanding any inconsistent, additional or different terms contained in your purchase order or other documents supplied by you, this acceptance is expressly conditioned upon your agreement to the following terms and conditions.

1. Prices apply to the specific quantities stated on this order, and do not include any taxes, transportation charges, prints, special packaging or stamping not specified on the order. Prices are subject to change without notice.
2. Taxes: Unless prohibited by statute, Purchaser agrees to pay to Seller the amount of any Federal, State, City or other tax which Seller may be required to pay on account of the manufacturer, transportation, sale or use of the material which is the subject of this contract. In lieu of paying such taxes to Seller, Buyer may furnish Seller with a Tax Exemption Certificate or Certificates acceptable to appropriate taxing authorities, at any time prior to Seller's shipment of the products.
3. Quantity Discounts: Quantity discounts are computed separately for each item or on combination of items as Seller may designate and such discounts are based on the quantities ordered and or released at any one time. If an order is canceled, discounts will be adjusted to the discount allowable for the unconcealed quantity, if any.
4. Terms: The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Interest may be charged at the highest rate of interest allowable in the State of manufacturer's office to which this order has been submitted on all accounts not paid when due. Buyer shall not assign or transfer this contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.
5. Delivery: All shipment dates are after receipt and acceptance or order by Seller (including approved submittals if applicable). If any conditions occur unforeseen at time of acceptance by Seller which prevents compliance with delivery schedules, Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay.
6. Risk of Loss: All shipments will be made FCA selling factory or Distribution Center unless otherwise specified. The Seller (or seller's agent) will select the carrier for shipment. Title to and risk of loss for the material shall pass to the Purchaser upon delivery thereof by the Seller to the carrier or delivery service. Thereupon, the Purchaser shall be responsible therefore. All material is sold FCA shipping point and title and risk of loss passes to the Buyer on delivery to the common carrier at shipping point. (a) Claim for damage or loss should be filed with carrier by Buyer, (b) Order for replacement material must be a new purchase order and will be handled as such, subject to standard "terms and conditions of sale", including freight charges.
7. Warranty: XYLEM WATER SOLUTIONS offers a Commercial Warranty covering Parts and Labor on its pumps to the original End Purchaser, in compliance with requirements of the XYLEM WATER SOLUTIONS Catalog and Technical Manual Specifications for pumping Municipal Wastewater or similar abrasive free, noncorrosive liquids against defects in workmanship and material for the period as defined below.

XYLEM WATER SOLUTIONS Pump Models are warranted from the date of shipment from XYLEM WATER SOLUTIONS CORPORATION to the End Purchaser through the period defined on the appropriate Product Warranty Policy. XYLEM WATER SOLUTIONS CORPORATION will pay the share of the replacement parts costs and labor defined on the appropriate Product Warranty provided the pump with cable attached, is returned to an XYLEM WATER SOLUTIONS SERVICE FACILITY for repairs.

Time after shipment (months or hours) shall be determined by date of receipt of defective product (or Warranty Claim) by XYLEM WATER SOLUTIONS Authorized Repair Facility and/or current copy of Maintenance "Time Operated" report from job site.

Start-up reports and electrical system schematics (including Bills of Material) may be required to support any Warranty Claims; THEY WILL NORMALLY BE REQUIRED FOR CLAIMS FOR PUMPS 18 HORSEPOWER AND GREATER. This Warranty shall not apply to any product or part of product which has been subjected to misuse, negligence, accident, operated in dotted portion of published curves, used in a manner contrary to XYLEM WATER