

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

SOLUTIONS' printed instructions, or damaged due to a defective power supply, improper electrical protection or faulty installation or repair.

XYLEM WATER SOLUTIONS' sole obligation under this Warranty shall be to Repair, Replace or Grant a Credit Reimbursement at its discretion, through its Warranty Processing Procedures for defective products when returned prepaid to XYLEM WATER SOLUTIONS and upon XYLEM WATER SOLUTIONS' exclusive examination found to be defective. Products repaired or replaced under this Warranty will be returned freight prepaid.

XYLEM WATER SOLUTIONS CORPORATION neither assumes nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this Warranty by a Representative or other Selling Agent shall become his exclusive responsibility.

XYLEM WATER SOLUTIONS CORPORATION WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR UNAUTHORIZED REPAIR SHOP EXPENSES. THE WARRANTIES MADE HEREIN BY XYLEM WATER SOLUTIONS CORPORATION ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. XYLEM WATER SOLUTIONS ASSUMES NO LIABILITY FOR LOSS OF USE OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN RESPECT TO THE USE OR OPERATION OF XYLEM WATER SOLUTIONS PRODUCTS, OR ANY EQUIPMENT OR ACCESSORIES IN CONNECTION THEREWITH.

8. **Inspection:** Buyer shall have the right to inspect the Products prior to payment and acceptance and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within thirty (30) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

9. **Seller's Liability:** Seller will not be liable for any loss, damage, cost of repair, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the Products. Seller's maximum liability shall not in any case exceed the contract price for the Products claimed to be defective or unsuitable.

10. **Delays:** Seller will not be liable for any delay in the performance or orders or contracts, or in the delivery or shipment of goods or for any damages suffered by Buyer by reason of such delay. If such delay is, directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control, the delivery date shall automatically be extended by such delay. All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary materials and all orders or contracts as well as shipments applicable thereto are subject to Seller's current plant schedules, governmental regulations, orders, directives and restrictions that may be in effect from time to time.

11. **Default or Delay in Payment:** If Buyer fails or delays making payment on any order or contract of sale between Buyer and Seller as required by the terms of that order or hereunder, then Buyer agrees that Seller may defer shipment under this contract, or at Seller's option may cancel unshipped product balances, until payment(s) by Seller is brought to a current status. Seller's rights in this respect are additional to other rights and remedies available to Seller for Buyer's breach of this or any other agreement. **Application of Buyer's Payments:** Seller may apply any payments made by Buyer or credits due to Buyer to any amounts owed by Buyer to Seller, as Seller may in its sole discretion determine and without regard to Buyer's instructions in this regard or to commercial practice, if any, governing the manner in which payments are to be applied.

12. **Tools, etc.:** Unless otherwise expressly provided, the Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and tools made for or obtained for the furnishing of this order.

13. **Cancellations:** Seller's acceptance of order, cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

14. **Minimum Order:** Seller reserves the right to refuse to accept any order which does not meet quantity requirements which Seller may establish for any given product or group of products.