

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

15. Quality Levels: Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify his requirements and pay any additional costs that may be applicable.
16. Errors: Seller reserves the right to correct clerical or stenographic errors or omissions.
17. Patent Indemnity:
 - (a) Patent Indemnity by Seller to Buyer: The Seller agrees to indemnify and hold harmless the Buyer from all damages, legal expenses and costs finally assessed against Buyer in any action for infringement of any United States Letters Patent by the items delivered hereunder, provided that Buyer shall give Seller prompt written notice of any action, claim or threat of patent infringement suite, and shall give Seller opportunity to elect to take over, settle or defend any such claim or action through counsel of his own choice. If the use of any such item or any part thereof should be enjoined, Seller shall have the right at its own expense to procure for Buyer the right to continue using such item, or to replace said item with a non-infringing item, or to modify said item so that it becomes non-infringing. The foregoing provisions as to patent protection from Seller to Purchaser shall not apply to any item manufactured to the design or specifications furnished by Buyer.
 - (b) Patent Indemnity by Buyer to Seller: If the items delivered hereunder are manufactured pursuant to detailed designs furnished by Buyer, Buyer shall indemnify and hold harmless the Seller from all legal expenses, which may be incurred as well as all damages and costs which may finally be assessed against the Seller in any action for infringement of any United States Letters Patent by such items delivered hereunder. The Seller agrees promptly to inform the Buyer of any claim for liability made against the Seller with respect to such items and the Seller agrees to cooperate with the buyer in every way reasonably available to facilitate the defense against any such claim.
18. Fair Labor Standards Act: Seller certifies that products furnished hereunder have been or will be produced in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued there under. Seller agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.
19. Acceptance Required to Form Contract: Unless and until a formal written acceptance upon a printed order acknowledgment form is sent by Seller to the Buyer, no order will become effective as a valid contract binding upon Seller.
20. Entire Contract: The provisions hereon and on accompanying papers, if any, constitute all of the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the purchase order of any attachment thereto, or any prior general agreement inconsistent with the provisions hereof. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Seller. The provisions hereof shall not be modified by any usage of trade or any course of prior dealing or acquiescence in any course of performance.
21. Governing Laws: The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Seller's office to which this order has been submitted.