

# TERMS AND CONDITIONS

## GENERAL

These terms and conditions may not be altered or the BUYER's order terminated in any manner, except by a written agreement signed by an authorized representative of Waterman Industries ("SELLER"). BUYER's failure to specifically dissent to these TERMS AND CONDITIONS at time of purchase, or BUYER's acceptance of goods covered by this acknowledgement, shall constitute acceptance of these TERMS AND CONDITIONS.

Written quotations shall be void after thirty (30) days, unless otherwise agreed to by SELLER's authorized representative. Verbal quotations shall be void unless confirmed in writing by SELLER. Otherwise, SELLER reserves the right to apply prices in effect on the date of shipment, and to modify or amend the quotation at any time.

## LIMITATION OF LIABILITY + WARRANTY

SELLER warrants only that its products shall be of merchantable quality at the time of shipment and free from defects in material, workmanship, and fabrication for a period of twelve (12) months from the date of shipment or completion of manufacture if shipment is delayed by BUYER. SELLER's obligations under this LIMITED WARRANTY shall be limited to replacement or repair of the product or part thereof, if deemed defective at SELLER's sole discretion. Liability under this LIMITED WARRANTY shall under no circumstances exceed the purchase price of the product or part sold hereunder. In no event shall this LIMITED WARRANTY be deemed to cover any items or components not manufactured by SELLER, or provided by others. Equipment supplied but not manufactured by SELLER will be subject to the original manufacturer's warranty. This LIMITED WARRANTY applies only if and to the extent the product sold is used in accordance with all instructions as to handling, maintenance, startup, installation, and safety as prescribed by SELLER.

SELLER shall not be responsible for any damage resulting from improper storage or handling following shipment from SELLER's plant. SELLER will not assume responsibility, expense, or liability for repairs and/or charges performed by others unless such repairs are pre-authorized by SELLER in writing.

No exceptions to any of the foregoing provisions are allowed unless authorized in writing and signed by an officer of SELLER. Failure of the BUYER to submit any claim hereunder within twelve (12) months after shipment shall constitute acknowledgement by BUYER that the product is acceptable. SELLER expressly disclaims any and all warranties hereunder if the failure of any product is due to circumstances beyond the control of the SELLER.

THIS WARRANTY IS NOT VALID IF THE PRODUCT IS INSTALLED AND/OR OPERATED BEYOND WATERMAN'S DESIGN CRITERIA AND/OR PRODUCT SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: IMPROPER INSTALLATION, OVERPRESSURE, CHEMICAL CONCENTRATES, MECHANICAL ABUSE, OR FOREIGN MATERIAL WHICH ARE HARMFUL TO THE INDIVIDUAL COMPONENTS. USE OF NON-WATERMAN PARTS OR MODIFICATIONS VOIDS ALL WARRANTIES.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PURPOSE.

SELLER shall not be liable under any circumstances for any direct, indirect, consequential, contingent, or incidental damages whatsoever resulting from the failure or improper functioning of any product sold hereunder.

Waterman Ag products are intended for outdoor use in irrigation and are not designed to work with potable water in residential or commercial applications.

## REJECTIONS

Claims of incorrect product shipments must be filed with SELLER in writing within ten (10) days from receipt of shipment. At SELLER's sole discretion, SELLER may re-inspect all rejected product before acceptance or denial of any claim. Unless otherwise agreed to in writing by SELLER, all products alleged to be incorrect must be returned to SELLER's plant freight pre-paid by BUYER. Upon SELLER's confirmation of claim BUYER will be reimbursed for freight charges.

NO PRODUCT MAY BE RETURNED WITHOUT A RETURN MATERIALS AUTHORIZATION NUMBER (RMA) FROM SELLER, ISSUED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

## CANCELLATIONS AND DEFERRED SHIPMENTS

1. Orders cancelled by BUYER will be subject to cancellation charges to be determined by SELLER.

2. Should shipment of an order be delayed beyond the original scheduled shipping date at BUYER's request and/or requirements or due to a lack of shipping instructions, charges will be levied for storage and/or any other expense incurred by the delay. All materials on delayed orders will be held at BUYER's sole risk and expense.

3. SELLER, with BUYER's permission will ship in advance of scheduled shipping date and will not be held liable for any storage costs or other expenses incurred by advance shipment.

## SHIPMENT

All shipments, unless otherwise quoted in writing by SELLER, are F.O.B. SELLER pre-pay and add: TITLE AND RISK OF LOSS PASS TO BUYER UPON SHIPMENT.

Delivery to BUYER's specified destination cannot be guaranteed. All shipping dates are approximate. SELLER shall not be liable for damaged attributable to late delivery or loss of use. SELLER will not be responsible for delays or non-performance caused by circumstances beyond the SELLER's control.

Freight shortages and damage claims due to transportation shall be made directly to the transportation provider by the BUYER. Shipments should be carefully examined upon arrival, prior to delivery receipt being signed. If any loss or damage is evident, it should be noted on the delivery receipt. Have the driver deliver such exceptions. The contents of all packages should be examined within 48 hours for concealed damage. The BUYER shall contact the carrier to arrange for prompt inspection of any damaged goods, and to file any claim for damaged goods. If replacement for damaged or lost items is needed, the BUYER will give the SELLER a new order marked "replacement for the same". The BUYER shall pay the invoices for such replacement and request a duplicate receipt to be filed with this claim against the carrier. All claims for shortages must be made within 10 days of receipt of shipment. Claims for shortages must identify item, quantity, packing list number, and date of shipment. In the absence of specific shipping instructions, SELLER reserves the right to ship all material upon completion by any carrier selected by SELLER.

## SALES AND OTHER TAXES

Prices do not include sales, use, excise, or retailers' occupation taxes. SELLER will collect sales tax from BUYER as required by applicable laws unless BUYER provides SELLER with the appropriate sales tax exemption certificate.

## CURRENT PRICES

All of SELLER's products are sold at prices in effect at the time of order acceptance. Prices, discounts, and terms and conditions of sale are subject to change at any time without notice.

## FORCE MAJEURE

SELLER expressly disclaims any liabilities due to circumstances beyond the control of the SELLER, including but not limited to improper maintenance and/or use, fire, windstorm, flood, Acts of God, government regulations, unavailability of materials, strikes, work stoppages, slowdowns, boycotts, embargoes, riots, civil disturbances, or war.

## MINIMUM ORDER

Minimum order is \$50.00 net plus shipping, handling charges, and applicable taxes.

## PRODUCT CHANGES

SELLER reserves the right to redesign, alter, or modify its products without any liability for customer's or any third party's existing inventory that may become obsolete as a result of such changes.

## TERMS OF PAYMENT

Terms of payment shall be as approved by SELLER upon acceptance of order. Normal terms are 30 days net from the date of shipment. Invoices are dated as the date of shipment or, if shipment is delayed by the BUYER, as the date of the completion of manufacture. If credit is extended, BUYER agrees to pay all attorney and collection fees involved in SELLER's expense to collect.

## DISPUTE RESOLUTION

This agreement shall be interpreted in accordance with the internal laws of the State of California without regard to choice of law rules. If any portion of this agreement is held by a court to be invalid, the remaining provisions shall remain in full force and effect. All disputes regarding the sale of products and this agreement shall be venued in Tulare County, California. In the event of any controversy, claim, or dispute regarding this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable costs, expenses, and attorney's fees.