

United Water & Air Distribution
TERMS AND CONDITIONS OF SALE

1. ORDERS AND CONTRACTS: Any statement in an order of contract which modifies United Water & Air Distribution (UWAD) Terms and Conditions as set forth here, must first be accepted in writing by UWAD. UWAD reserves the right to correct clerical or technical errors in documents.

2. PRICES: All prices are \$USD F.O.B. our warehouse. Taxes extra. Prices are subject to change without notice. All shipments will be invoiced at prices in effect on date order is placed. All orders accepted subject to credit terms and limits. Past due invoices subject to service charge of 1.5% per month.

3. FOB POINT: Vancouver WA. Unless direct from a supplier.

4. INVOICE TERMS: Net 30 days following date of Invoice. No minimum charge per invoice – all taxes extra. Credit card payments accepted.

5. MINIMUM ORDERS: There are no minimum order requirements. Purchase orders should be for case quantities.

6. FREIGHT POLICY: Transportation charges for air freight shipments are the responsibility of the Buyer. Orders for filtration products, residential water treatment products, replacement parts, and/or media may qualify for free freight allowed (FFA) under the following conditions:

1. Orders must ship to a single address, with a single requested ship date.
2. Net Order Value of \$3,000.00 or more qualifies for FFA
 - Each individual purchase order is evaluated on its' own merit
3. Net Order Value of less than \$3,000.00 does not qualify for FFA. However, each order is then evaluated by product category based on the following criteria to determine if that portion of the order qualifies for FFA.
 - Filtration products/replacement parts: Orders of \$1,000.00 net order value or more
 - Residential water treatment products: Orders of 6 units or more or \$3,000.00 net per order
 - Water treatment media does not qualify for FFA unless media is required to load those system(s)

7. ORDER ACCEPTANCE: UWAD reserves the right to accept or reject all orders. Possession of a price sheet or catalog shall not be construed as an offer to sell the product listed. UWAD sells wholesale only to distributors, OEM's, Water Conditioning Dealers and other qualified businesses (Plumbing and Construction Suppliers or Installers, Coffee (OCS), Food Service, Vending & Bottling). UWAD does not sell directly to consumers.

8. ORDER CONFIRMATIONS: UWAD will confirm all orders by e-mail or fax. It is the purchaser's responsibility to review the order confirmation and immediately notify UWAD of any order corrections. Unless otherwise notified, UWAD will assume the order is correct and will package and ship the order with the least expensive carrier.

10. SHIPPING: Shipping methods should be specified on purchaser's purchase order; otherwise UWAD will ship best method. UWAD standard shipping method is UPS Ground or Common Carrier LTL or services are available upon request. Stock items are generally shipped within one day. Special orders, large orders, or items not in stock will require additional lead-time. Items out of stock are automatically backordered and shipped when received.

11. DELAYS IN SHIPPING: The purchaser shall not hold UWAD responsible for any delay or for any damages suffered by the purchaser by reason of any delay due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other caused beyond the control of UWAD. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

12. DAMAGE/LOSS IN TRANSIT, ERRORS AND SHORTAGES: Delivery of goods to a carrier at UWAD's warehouse or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to the purchaser at that time. UWAD is not responsible for damage, shortage, or loss incurred during transit. Check shipments for damage before acceptance. The purchaser must inspect the goods on arrival from the carrier. Purchaser shall make claims for loss or damage to goods while in transit against the carrier. UWAD will assist purchaser in securing satisfactory adjustment of such claims. Claims for errors, shortages, etc. must be made within 5 days of the receipt of goods, otherwise no allowance will be made. WHEN PRODUCTS ARE SHIPPED ON PALLETS, INDIVIDUAL CARTONS MUST BE COUNTED UPON RECEIPT. ANY SHORTAGES OR OTHER DISCREPENCIES MUST BE NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT OR CLAIMS WILL BE CONSIDERED WAIVED.

13. PRICES & QUOTATIONS: Orders will be invoiced at the prices in effect at time of shipment. Unless otherwise specified, prices are F.O.B. point of shipment. We reserve the right to change prices and quotations without notice.

14. CHANGED/CANCELLED/MODIFIED ORDERS: Orders are processed as they are received. Additions may delay the original shipment or may be shipped as a separate order. We reserve the right to assess a 15% cancellation charge for all orders cancelled prior to shipping. Non-stock items cannot be changed and are non-cancellable if noted on the order acknowledgment as such. A purchaser's request for modification or cancellation will not be incorporated into the Agreement unless the request is accepted by UWAD in a writing that amends the Agreement.

15. RETURNED GOODS: Only new and marketable items with a copy of the invoice and a Return Merchandise Authorization number (RMA) will be accepted. RMA numbers are available by calling customer service and must be requested within 30 days of the invoice date. We reserve the right to assess a 15% restocking charge. Returned merchandise is to be returned freight prepaid. Non-stock items are not returnable if noted on the order acknowledgment as such. Returns accepted within 30 days from date of authorization only.