

## STANDARD TERMS AND CONDITIONS

The following standard terms and conditions apply to all sales of FlowGuard™ Flex and FlowGuard® Bendable pipe and related products by Lubrizol Advanced Materials, Inc. ("Seller") unless otherwise modified in the Order Confirmation or Delivery Note. Any contrary terms in purchase orders or other forms or documents submitted by Purchaser are rejected and acceptance of the order by Purchaser is conditioned upon these terms and conditions or as set out specifically in Seller's Order Confirmation.

1. **Qualified Customers.** Seller sells only to qualified plumbing wholesalers or specifically approved OEM accounts. All customers must have initial and ongoing credit approval by Seller.
2. **Payment Terms.** Terms are 2% by the 10<sup>th</sup> day next month, payable in US dollars.
3. **Price Changes.** All published prices are subject to change. Seller will attempt to supply reasonable notice (normally 30 days) of an effective date for those changes but reserves the right, under unusual circumstances, to provide little or no notice.
4. **Sales Orders.** Purchase orders submitted to Seller shall specify the appropriate part numbers as well as a product description from the FlowGuard™ Flex/FlowGuard® Bendable catalog. All such offers to purchase are subject to Seller's acceptance, which shall be by order confirmation provided to the Purchaser by Seller. Purchaser is responsible for reviewing the order confirmation and reporting any necessary changes to Seller's customer service within 24 hours. Mistakes on orders due to inaccurate or incomplete information provided by Purchaser that are not corrected by Purchaser will be Purchaser's responsibility and/or subject to Seller's returns policy. The minimum order is \$150 net.
5. **Freight Payment.** Seller shall prepay the freight on all shipments. Purchaser is not billed for freight on orders of \$2,000 net or greater. Purchaser will be billed for freight on orders less than \$2,000 net. Excess freight charges resulting from special requested routing or carriers will be billed to Purchaser.
6. **Freight Delivery and Risk of Loss in Transit.** All shipments are F.O.B. shipping point. Pursuant to these delivery terms, ownership and risk of loss shall transfer to Purchaser when the goods are loaded onto the carrier at the shipping point, irrespective of which party is responsible for paying the freight. Purchaser shall inspect incoming shipments promptly upon arrival. Failure to do so may waive any claim against the carrier for damaged or missing goods. Purchaser is responsible for filing and pursuing all claims against the carrier.
7. **Returns.** All returns are subject to Seller's returns policy, a copy of which you may obtain from Seller's customer service representative or Seller's website located at [www.flowguardflex.com](http://www.flowguardflex.com). Allowed returns require a Return Goods Authorization (RGA). No returns are allowed on discontinued, damaged, or non-catalogued items and returns without an RGA will not be accepted.
8. **Limited Warranty.** Seller has issued a Limited Warranty for FlowGuard™ Flex and FlowGuard® Bendable piping and certain related parts. This Limited Warranty is the exclusive warranty offered by Seller for these products and supersedes any other Seller warranty. The Limited Warranty can be obtained from Seller's customer service representative or Seller's website located at [www.flowguardflex.com](http://www.flowguardflex.com) or at [www.flowguardbendable.com](http://www.flowguardbendable.com).

THESE STANDARD TERMS AND CONDITIONS ARE THOSE IN EFFECT ON THE EFFECTIVE DATE OF PUBLICATION INDICATED BELOW. SELLER RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME.