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**PAYMENT TERMS:** The invoices are due and payable thirty (30) days from the date of invoice. Consult your product price catalog for any other specific payment terms. Should the account balance exceed any established credit limit, liability for payment additionally extends to the entire balance. Seller has the right to reduce the credit limit and/or withdraw Applicant credit under the Credit Agreement at any time without prior notice, except as otherwise provided by law. Seller reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of Seller, there has been an adverse change in applicant's ability to repay credit extended by Seller, whereupon Seller shall have the right to demand payment or other assurance which is deemed adequate and Seller is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of invoices or other documents or the existence of an event of default. Default by Applicant under this or any other agreement between Applicant and Seller shall be a default under all agreements. Seller does not waive its rights by accepting late payments. Applicant agrees to pay reasonable legal fees and cost of collection.

**BUYER'S TERMS AND CONDITIONS:** Any conflicting statements or terms listed on Buyer's purchase orders, invoice, confirmations or other Buyer generated documents ("Buyer Documents") are negated by submission of these Credit Application Terms and Conditions ("Terms and Conditions") and the issuance of credit by Seller. All different or additional terms and conditions contained in any Buyer Documents are hereby rejected by Seller. Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's terms and conditions, unless otherwise specifically agreed to in writing by Seller. Commencement of performance and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of Buyer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any goods or services shall be deemed acceptance of the Terms and Conditions stated herein.

**SECURITY AGREEMENT: For Buyers in the U.S.A.:** For Buyers in the U.S.A.: Buyer grants Seller a purchase money security interest in the items sold hereunder whether including, but not limited to, equipment, inventory, fixtures and/or general intangibles shipped by Seller at any time, including all accessions to and replacements thereto, and all proceeds thereof (collectively, the "Collateral") to secure the payment of the purchase price of such Collateral. Buyer grants Seller a limited power of attorney to file one or more financing statements signed by Seller on behalf of Buyer and authorizes Seller to use a copy of this Agreement as an exhibit to any financing statement. Buyer agrees to cooperate fully with Seller in executing any additional documents, instruments, financing statements or amendments thereto as Seller may request to perfect or continue the security interest created by this Agreement. **For Buyers in Canada:** Buyer grants Seller a purchase money security interest in the items sold hereunder by Seller at any time, including all accessions thereof and all proceeds thereof (collectively, the Collateral") to secure the payment of the purchase price of such Collateral. Upon default in payment by Buyer of any invoice, all amounts owing by Buyer to Seller shall be immediately due and payable and Seller shall have the right to take possession of all Collateral and dispose of it in whole or in part.

**SPECIAL PRODUCTS:** Orders for special or modified products are non-cancelable.

**LIMITED WARRANTY:** Seller shall provide its then-current standard written warranty for the Product purchased which contains the sole remedies for breach of warranty. SUCH WARRANTY IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, SELLER HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL SELLER BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE PRODUCTS. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW.

BUYER ASSUMES ALL RESPONSIBILITY FOR THE FINAL SELECTION, TESTING AND VALIDATION OF PRODUCTS PURCHASED FROM SELLER AND THE FITNESS OF SUCH PRODUCTS FOR BUYER'S APPLICATION.

**RETURNED GOODS MINIMUM CHARGE:** No material shall be returned to Seller without authorization. When credit is issued it will be at the price charged, or prevailing price, if lower, less handling charges based on costs of reconditioning, boxing, etc. Restocking charges will apply. Consult your product price catalog for specific returned goods charges.

**MISCELLANEOUS:** Prices are subject to change without notice and supersede all previous quotations.

Seller reserves the right to change or modify product design or construction without prior notice and without incurring any obligation to make such changes or modifications to products previously sold. In the event that any of the provisions of this agreement shall be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this document.

**TRADE COMPLIANCE:** Sale or retransfer of products supplied by Seller must comply with applicable laws restricting the export or re-export of those products ("Export Controls"), including all economic or financial sanctions and trade embargoes imposed, administered or enforced from time to time by the U.S. or EU government or other relevant sanctions authority with jurisdiction over Seller ("Sanctions Laws"). Buyer understands and agrees that with respect to Seller's products provided to Buyer: (a) Buyer will not export, re-export or otherwise transfer Seller's products to (i) a country, territory or person to which/whom such export, re-export or transfer is prohibited by applicable law, including without limitation Export Controls and Sanctions Laws; or (ii) to a country or territory that is itself the subject or target of comprehensive Sanctions Laws including U.S. Sanctions ("Sanctioned Territories"). As of the date hereof, the Sanctioned Territories are Crimea, Cuba, Iran, North Korea, and Syria, although the U.S. government may add or remove Sanctioned Territories in the future; and (b) Buyer further confirms that it is not acquiring the products for any military, nuclear or missile end use or end user. If this is not correct, Buyer is required to notify Seller immediately at [exportdocuments@wattswater.com](mailto:exportdocuments@wattswater.com).

**GOVERNING LAW/ DISPUTES: For Buyers in the U.S.A.:** This agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict or choice of law rules. The parties hereto agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement does not apply and is strictly excluded. All disputes under these terms and conditions and all claims arising out of or related to this agreement shall be resolved by courts located in the Commonwealth of Massachusetts. The parties agree and consent to the exclusive jurisdiction and venue of the federal and state courts in the Commonwealth of Massachusetts, and Buyer waives any jurisdiction or venue defense otherwise available. **For Buyers in Canada:** This agreement shall be governed by the laws of the Province of Ontario without giving effect to its conflict or choice of law rules. The parties hereto agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement does not apply and is strictly excluded. All disputes under these terms and conditions and all claims arising out of or related to this agreement shall be resolved by courts located in the Province of Ontario. The parties agree and consent to the exclusive jurisdiction and venue of the provincial courts in the Province of Ontario and the Supreme Court of Canada, and Buyer waives any jurisdiction or venue defense otherwise available.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement between Buyer and Seller with respect to the subject matter contained herein and supersedes any other prior agreements, whether in written or oral form. The terms and conditions contained herein may not be changed except in writing signed by an officer of Seller.

**CONTRACT LANGUAGE:** The parties acknowledge that they require that this Agreement be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.*

Initials: \_\_\_\_\_ Date: \_\_\_\_\_