



a MUELLER brand

TERMS AND CONDITIONS OF SALE

- 1. General.** These Terms and Conditions of Sale (“Terms”) apply to all sales of tangible products, equipment, and parts manufactured or sold (each, a “Product”) by i20 Water Ltd (as applicable, “i20”) to any purchaser (the “Purchaser”) through any website or online ordering system maintained by i20 or through any written sales order, purchase order or other contract that references these Terms (as applicable, “Sales Agreement”). i20 may change these Terms at any time and any such change will be effective when posted to i20’s website. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and i20 rejects any pre-printed or standard terms and conditions contained in Purchaser’s request for quote, purchase order, invoice, order acknowledgement or similar document to the extent inconsistent with these Terms.
- 2. Order.** An order (each, an “Order”) takes place when i20 communicates its acceptance of such Order through i20’s website, facsimile, email or as provided in the Sales Agreement. Once an Order is accepted, Purchaser may not cancel the Order without the prior written consent of i20’s authorized representative and Purchaser’s payment of i20’s reasonable cancellation charges. i20 may cancel, at its sole discretion, any Order prior to the scheduled delivery date with written notice to Purchaser. i20 will provide Purchaser with a quotation for such cancellation charges upon request. Any such Order provided must contain the following information: Order number, date of Order, customer legal entity, customer address containing city, state, and zip code, customer contact person, phone and email address, end user legal entity, contract name/number or quotation reference, shipping instructions, delivery address containing city, state and zip code, delivery contact person, item part number, item description, item unit price, Order total amount, sales tax amount, and requested delivery date.
- 3. Prices.** The price for each Order is as specified in the Order, provided, however, that (a) i20 may increase prices if shipment is delayed beyond scheduled shipping date due to Purchaser’s delay, and (b) i20 may add to the price any applicable taxes or excises imposed by any governmental authority.
- 4. Shipping.** Unless the Order provides otherwise, i20 will ship the Products EXW i20’s facility (Incoterms, 2020). In the event i20 will be responsible for freight, i20 will use commercially reasonable efforts to satisfy any written request of Purchaser regarding mode of shipment, but i20 may, in its sole discretion, determine the mode of shipment. If an Order specifies a future shipping date, i20 will ship the Order on or near such date. Purchaser may not make any change to the shipping date fewer than 30 days prior to the specified shipping date. Purchaser must notify i20 in writing (a) within ten (10) days after receipt of Product with any claim of shortage or discrepancy, and (b) on the delivery receipt, signed by the driver, with respect to any alleged loss or damage on a truck shipment. With respect to any such notice of shortage or discrepancy, Purchaser will pursue claims directly with the carrier.
- 5. License.** i20 hereby grants Purchaser a limited, non-exclusive, non-sublicensable, non-transferable, perpetual, irrevocable license to use and execute the software embedded in the Product as firmware for its internal business purposes in connection with use of such Product. Except as specifically and expressly permitted in writing by i20, Purchaser shall not (i) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the software; (ii) adapt the software in any way for use to create a derivative work; or (iii) include or combine the software in or with any other software.
- 6. SaaS Services.** As may be applicable, in the event Purchaser orders a Product which requires a subscription to Provider’s hosted software services, Purchaser’s access and use of such software services are subject Provider’s Software as a Service Agreement, provided separately.
- 7. Force Majeure.** i20 is not liable for any delay or failure in performance due to any cause beyond i20’s reasonable control, including, natural events, fires, labor disputes, boycotts, floods, changes in law, epidemics, quarantine, governmental orders, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes and any such delay or failure will not constitute a breach of these Terms.
- 8. Payment Terms.** Unless otherwise agreed in writing Purchaser must pay each Order in full net thirty (30) days from date of invoice. Purchaser’s obligation to pay is not contingent on payment from or approval of any third party. Purchaser must pay i20’s costs of collection, reasonable attorney’s fees and expenses incurred in collecting payment, and interest on late payments at the maximum legal rate.

9. **Returns.** Purchaser may not return any Product to i2O without prior written consent of i2O's authorized representative. Non-catalog or specially manufactured items, delivered as ordered, are not returnable. All returns authorized by i2O are subject to inspection and testing. Purchaser will pay costs to cover all inspection, testing, shipping and handling, as well as i2O's restocking charges then in effect.

10. **Limitations of Liability.** i2O IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL. LIQUIDATED OR PUNITIVE DAMAGES OR PENALTIES OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY INCLUDING BUT NOT LIMITED TO, BUSINESS INTERRUPTION COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF USE OF SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR FACILITIES, DOWNTIME COSTS OR DAMAGES AND EXPENSES ARISING OUT OF PURCHASER OR THIRD-PARTY CLAIMS, EVEN IF i2O WATER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In all cases, i2O's total liability, including that of its affiliates, officers, employees, agents, subcontractors, suppliers and representatives (the "Protected Group") shall not exceed the total amount paid by Purchaser to i2O under any Order.

11. **Indemnity.** Purchaser agrees to indemnify, hold harmless and defend the Protected Group, against any and all claims, lawsuits, arbitration demands, judgments, losses, damages, expenses, costs, including costs and reasonable attorneys' fees, asserted by any third party against any member of the Protected Group relating to any act or omission of Purchaser or i2O in any way pertaining to this Order or the Products. To the extent the aforesaid obligation is prohibited by law, such obligation will automatically, to extent of such prohibition, be null and void and the remainder of such obligation will remain fully enforceable.

12. **Insurance.** Purchaser agrees to look exclusively to Purchaser's insurer to recover for injuries or damage in the event of any loss or injury and Purchaser releases and waives all right of recovery against i2O arising by way of subrogation.

13. **Governing Law.** These Terms are governed by and construed in accordance with the laws of England and Wales, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of England and Wales. In the event of a dispute the Parties may mutually agree to resolve the dispute by direct negotiation, mediation, or non-binding arbitration. Any legal suit, action, or proceeding arising out of or related to these Terms will be instituted in English courts and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement.

14. **Export/Import/Anti-Bribery.** Purchaser must comply with all applicable import and export control laws, including without limitation those of the U.S. and any other applicable jurisdictions. Purchaser acknowledges and agrees that all Products, Software, technology or other data or information obtained from Provider are subject to the United States and foreign export control regulations, including but not limited to the United States Export Administration Regulations and the Foreign Assets Control Regulations; accordingly, their use, export and re-export, may be restricted or prohibited. Purchaser agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as "export"), any such Products, Software, technology or other data or information obtained from i2O or to any destination or entity prohibited or restricted under U.S. law including but not limited to U.S. government embargoed or sanctioned countries or entities, or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the United States Department of Commerce or the list of "Specially Designated Nationals and Blocked Persons" maintained by the United States Department of Treasury, unless it shall obtain prior to export an authorization from the applicable U.S. government agency (either in writing or as provided by applicable regulation). Purchaser further agrees that no Products, Software, technology or other data or information obtained from i2O or received from i2O will be directly or indirectly employed in military, missile technology, sensitive nuclear or chemical biological weapons end uses or in any manner transferred to any party for any such end use.

Additionally, Purchaser has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business, or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

15. **Time Limitation to Bring Action.** It is agreed that no suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.

16. **Limited Warranty.** Subject to the Limitation of Liability section in these Terms, i2O warrants that, for the duration of the Warranty Period: (a) each Product will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such software will substantially conform to the applicable published i2O functional specifications for such software. Additional limitations and the "Warranty Period" for any Product will be as specified in i2O's Limited Warranty located at <https://www.muellerwaterproducts.com/terms-conditions>.