

TERMS & CONDITIONS

Legends:

Order Acceptance:

Mansfield Plumbing Products LLC's ("Mansfield Plumbing Products") acceptance of any order from a customer ("Buyer") is subject to these terms and conditions. These terms and conditions are intended as a complete agreement of the parties. No other terms and conditions, whether contained in Buyer's purchase order, shipping release or elsewhere, that are inconsistent with, in addition to, or different from these terms and conditions herein shall be binding upon Mansfield Plumbing Products, unless specifically agreed to in writing by Mansfield Plumbing Products. In the event of any conflict with any other agreement between the parties, these terms and conditions shall prevail. For any order, each item ordered must include quantity, model, part number or description, and price.

Full Pallet Quantity Requirements: All white 12-inch rough-in Alto products, as well as white MS Oval & Round self-rimming lavatories must be ordered in full pallet quantities. See the most current Mansfield Plumbing Products List Price Book for specific model numbers. Mansfield Plumbing Products reserves the right to add other models to this full pallet requirement policy at any time.

Prices:

Prices in the current price book are subject to change without notice and supersede all previous price books and lists. All orders accepted are subject to prices in effect as of the date Mansfield Plumbing Products accepts Buyer's order. Mansfield Plumbing Products may, in its sole discretion, without liability or penalty, adjust the prices at any time after acceptance of the order and before delivery of the products to a freight carrier for shipment. These terms and conditions shall be construed as if the increased prices were originally inserted herein. The most current Mansfield Plumbing Products List Price Book should not be construed as an offer to sell the products therein at the prices stated. Prices do not include installation, freight or taxes. All prices are shown in US dollars.

Order Changes:

Only when Mansfield Plumbing Products Customer Service Department receives a written request via fax or email within 24 hours of Buyer placing an order can any changes, cancellations, deletions or additions to orders be initiated. Due to the loss of time and material, there may be a cancellation fee. If an order has reached the Mansfield Plumbing Products Shipping Department, no changes can be made.

Return Goods:

Approved written authorization is required from Mansfield Plumbing Products Customer Service Department to return any product. All products returned without approved written authorization will be refused. When product in salable condition is returned, a 30% restocking fee will be applied, plus any additional costs to bring the product to salable condition. All credits will be issued in the form of a merchandise credit; no cash credits are available. Product that is damaged, or not in otherwise salable

condition, special order, customized, any color other than white (bath ware only), part of an inventory adjustment, phased out or discontinued, is not eligible for return or credit. Buyer is responsible for inbound and outbound freight, and any freight damage. Minimum return goods allowance is \$100 net. Products invoiced over 6 months (SW) or 12 months (BW) cannot be returned.

Credit Policy:

The acceptance of any order is subject to Buyer credit investigation and approval by Mansfield Plumbing Products credit department. Delivery may be withheld on accepted orders, without any liability on the part of Mansfield Plumbing Products, if, in its opinion, Buyer's ability to pay for the products on these terms and conditions is in doubt. Any remittance received from or for the account of Buyer may be accepted or applied by Mansfield Plumbing Products against any indebtedness, regardless of any condition, provision or notation appearing on such remittance. After delivery, if Mansfield Plumbing Products brings legal action to collect amounts due and owed by Buyer, Buyer agrees to pay for all attorneys' fees and costs incurred by Mansfield Plumbing Products in such action.

Payment Terms:

Standard terms are Net 30 from date of invoice. Credit card payments are capped at \$2,500 per year.

Late Payment/Service Fees:

Interest rate of 1-1/2% per month will be charged from the date an account becomes past due. In addition to late payment charges, Buyer agrees to pay any and all collection costs, including reasonable attorney fees incurred by Mansfield Plumbing Products in collecting any balance not paid within terms.

Taxes:

Prices are exclusive of any taxes. Buyer agrees to pay any applicable taxes, duty surcharges, fees or similar charges however imposed. Buyer agrees to execute such state and local sales and use tax exemption certificates as may be required by relevant law or regulation.

Shipments:

Unless otherwise agreed in writing, all shipments are F.O.B. shipping point, freight prepaid by Mansfield Plumbing Products and policies apply to all shipments within the continental United States, excluding Alaska, Puerto Rico, Hawaii and export. Mansfield Plumbing Products reserves the right to choose freight carriers and shipping locations. Buyer may request specific carrier on orders shipping freight collect.

Partial Shipments:

Unless otherwise specified, Mansfield may make partial shipments. Each shipment is considered a separate sale. Buyer must accept and pay for shipments regardless of any prior or subsequent failure to deliver any other shipments.

Backorders:

Backorders available for shipment will be added to Buyer's next order. If Mansfield Plumbing Products misses Buyer's order, it will be shipped prepaid by Mansfield Plumbing Products. All backorders expire after 60 days.

Shortages or Variances:

Any shortages or variances discovered by Buyer must be noted on the delivery receipt and reported to Mansfield Plumbing Products Customer Service Department in writing within 5 days of delivery of the products. No claims reported after 5 days of delivery will be considered.

Damage in Transit:

Mansfield Plumbing Products is responsible for delivering product free of damage to freight carriers. Buyer should carefully inspect products when delivered to insure products are damage free. All damages must be noted on the delivery receipt and reported to Mansfield Plumbing Products Customer Service Department no later than the day after delivery. Failure to note and report damages no later than the day after delivery shall be evidence that Buyer is satisfied with Mansfield Plumbing Products' performance and accepts the products "as is." Buyer should hold damaged packaging until carrier's representative responds to the claim.

Transit Claims:

All claims for recovery by Buyer for loss or damage to products must be filed in writing with carrier within 7 days after the delivery date. Each claim must contain information necessary to identify the products affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation. Mansfield Plumbing Products will manage the resolution of these claims with the carriers. Buyer will cooperate with Mansfield Plumbing Products, the carrier and their respective insurers in the investigation of any claim or potential claim by Buyer. Mansfield Plumbing Products may, upon Buyer's written request, assign its right against a carrier for any particular claim to Buyer. Any civil action brought by Buyer for cargo lost or damaged must be filed by Buyer within the applicable statute of limitations. Mansfield Plumbing Products is not responsible or liable for any delays or any failure to perform due to unforeseen circumstances or causes beyond Mansfield Plumbing Products' control, when such delays or failure is due directly or indirectly to acts of God, war (including civil war), riots, embargoes, acts (whether sovereign or contractual) of civil or military authorities, acts of any government, national or regional emergency, major changes in economic conditions, fires, floods, explosions, the elements, epidemics, pandemics, quarantine restrictions, strikes, lockouts, plant shutdowns, slowdowns, accidents, shortages of raw energy, materials, component parts, labor, or delays of suppliers or subcontractors. In the event of delay, Mansfield Plumbing Products shall notify Buyer of such delay, and an equitable adjustment shall be made in the delivery schedule and any other affected terms and conditions.

Shipping Weights and Dimensions:

Shipping weights and dimensions are approximate, are shown for Buyer's convenience, and are not guaranteed.

Limited Warranty:

All Mansfield Plumbing Products' products including fixtures and fittings are covered by Mansfield Plumbing Products' Limited One-year Warranty unless otherwise noted. EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED ONE-YEAR WARRANTY APPLICABLE TO THE SPECIFIC PRODUCTS, MANSFIELD PLUMBING PRODUCTS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND MANSFIELD PLUMBING PRODUCTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability:

Mansfield Plumbing Products' liability for any and all claims of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from Mansfield Plumbing Products' performance or breach of the terms hereof shall, in the aggregate, not exceed the purchase price of the particular product. IN NO EVENT SHALL MANSFIELD PLUMBING PRODUCTS BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER, WHETHER OR NOT MANSFIELD PLUMBING PRODUCTS HAD BEEN ADVISED OR KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.

Severability:

If any portion or provision of these terms applicable to any situation or circumstance is held invalid, the remainder of these terms or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

Waiver:

Waiver by Mansfield Plumbing Products of any breach of these terms shall not be construed as a waiver of any other breach.

Assignment:

None of the Buyer's rights under these terms shall be assigned or otherwise transferred by the Buyer to any other person, whether by operation of law or otherwise, without Mansfield Plumbing Products' prior written approval.

Law and Arbitration:

These terms are governed by the laws of the State of Ohio. Any controversy or claim arising out of or relating to these terms or the breach hereof shall be finally settled by arbitration in Ashland County, Ohio in accordance with the prevailing commercial rules of the American Arbitration Association, and the parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration as if the subject matter of the arbitration were ending in a civil action before a Common Pleas

Court of the State of Ohio. Pending decision by the arbitrator(s), the parties shall diligently proceed pursuant to the terms and conditions hereof. The award of the arbitrator(s) shall be final, binding and conclusive on the parties hereto and their successors and assigns. Judgment upon an arbitration award hereunder may be entered in any court having jurisdiction thereof or application may be made to any court for individual acceptance of the award or any order of enforcement, as the case may be.

Assent:

Receipt by Buyer of Mansfield Plumbing Products' acceptance of Buyer's order or Buyer's receipt of the products without prompt objection to these terms and conditions constitutes acceptance by the Buyer of these terms and conditions.