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EFFECTIVE DATE: October 1, 2018

PRODUCT CATEGORY: Household Disposers, Water Dispensing Technologies and Accessories

TYPE OF PRICE LIST: Wholesaler PRO Series® List Price Sheet

Household Disposers All models 120 volt, A.C., single-phase, 60Hz motors			
MODEL	FEATURES	PALLET QTY.	LIST PRICE
 PRO 1100XL® 24.3 lbs. Most powerful and quietest disposer available.	<ul style="list-style-type: none"> • SoundSeal® Technology • MultiGrind® Technology • Jam-Sensor® circuit feature • Auto-Reverse Grind System® feature • Anti-Microbial Quiet Collar® Sink Baffle • Stainless steel grind chamber and components • 40 oz. grind chamber • 1.1 HP Dura-Drive® motor • We Come To You® 12-Year In-Home Limited Warranty 	Non-Corded	42 \$644⁰⁰
		Corded	42 \$650²⁰
 PRO 1000LP® 22.5 lbs. Superior performance in a low-profile design.	<ul style="list-style-type: none"> • SoundSeal® Technology • MultiGrind® Technology • Jam-Sensor® circuit feature • Auto-Reverse Grind System® feature • Anti-Microbial Quiet Collar® Sink Baffle • Stainless steel grind components • 34.6 oz. grind chamber • 1 HP Dura-Drive® motor • We Come To You® 10-Year In-Home Limited Warranty 	Non-Corded	48 \$587¹⁰
		Cord Included	48 \$593³⁰
 PRO 880LT™ 20.1 lbs. Now less trouble replacing Badger® Series.	<ul style="list-style-type: none"> • SoundSeal® Technology • MultiGrind® Technology • Auto-Reverse Grind System® feature • Anti-Microbial Quiet Collar® Sink Baffle • Stainless steel grind components • 34.6 oz. grind chamber • 7/8 HP Dura-Drive® motor • We Come To You® 8-Year In-Home Limited Warranty 	Non-Corded	42 \$413⁸⁰
		Corded	42 \$420¹⁰
 PRO 750® 19.2 lbs. Perfect for installations where space is limited.	<ul style="list-style-type: none"> • SoundSeal® Technology • MultiGrind® Technology • Auto-Reverse Grind System® feature • Anti-Microbial Quiet Collar® Sink Baffle • Stainless steel grind components • 34.6 oz. grind chamber • 3/4 HP Dura-Drive® motor • We Come To You® 6-Year In-Home Limited Warranty 	Non-Corded	42 \$356⁹⁰
		Corded	42 \$363¹⁰
 PRO Cover Control™ Plus 24.6 lbs. Extra assurance of covered operation.	<ul style="list-style-type: none"> • SoundSeal® Technology • MultiGrind® Technology • Magnetic CoverStart® switch (batch feed) • Auto-Reverse Grind System® feature • Sink baffle • Stainless steel grind chamber and components • 40 oz. grind chamber • 7/8 HP Dura-Drive® motor • We Come To You® 9-Year In-Home Limited Warranty 	Non-Corded	33 \$466⁸⁰
		Corded	33 \$473⁰⁰
 Evolution Septic Assist® 25.5 lbs. Specifically designed for homes with septic systems.	<ul style="list-style-type: none"> • SoundSeal® Technology • MultiGrind® Technology • Injection system featuring Bio-Charge® solution • Stainless steel grind chamber and components • 40 oz. grind chamber • 3/4 HP Dura-Drive® motor • We Come To You® 4-Year In-Home Limited Warranty 	Non-Corded	27 \$411⁸⁰
 Contractor 333® CNTR333 15.5 lbs.	<ul style="list-style-type: none"> • Stainless steel grind components • 3/4 HP Dura-Drive® motor • We Come To You® 3-Year In-Home Limited Warranty 	Non-Corded	59 \$272³⁰
		Corded	59 \$278⁵⁰
 Badger 5XP® 15.1 lbs.	<ul style="list-style-type: none"> • 3/4 HP Dura-Drive® motor • We Come To You® 3-Year In-Home Limited Warranty 	Non-Corded	90 \$218⁶⁰
		Corded	90 \$224⁹⁰
 Badger® 5 13.6 lbs.	<ul style="list-style-type: none"> • 1/2 HP Dura-Drive® motor • We Come To You® 2-Year In-Home Limited Warranty 	Non-Corded	102 \$163⁴⁰
		Corded	102 \$169⁶⁰
 Badger® 1 12.4 lbs.	<ul style="list-style-type: none"> • 1/3 HP Dura-Drive® motor • We Come To You® 1-Year In-Home Limited Warranty 	Non-Corded	102 \$140⁶⁰
		Corded	102 \$146⁸⁰

TERMS and CONDITIONS

PRICING POLICY:

Combination Orders Accepted (Household Disposers, Water Dispensers and Instant Hot Water Tanks) for dollar order quantity.

PAYMENT TERMS:

2% 10th prox., NET 11th. State and Local Tax may be added if not for resale.

FREIGHT TERMS:

F.O.B. Sturtevant, Wisconsin or nearest InSinkEerator warehouse. Freight prepaid and allowed, within the continental U.S. on shipments of \$2,500 or more. Total order to be shipped at same time to one destination.

RETURNED GOODS:

Return of merchandise will not be accepted without prior approval.

LOSS AND/OR DAMAGE IN TRANSIT:

Our liability ceases upon delivery of the goods to the carrier at our factory. Claims for damage and/or loss in transit to be made by the consignee against the carrier. We will assist and cooperate in the processing of such claims upon customer's request. See back page for complete terms and conditions.

PRO SERIES SALES POLICY:

The "PRO" Series disposers are under contract with the PHCC (Plumbing-Heating-Cooling Contractors Association) to license their logo on PRO Series® disposers. The terms of the agreement are to ensure that the licensed products will not be sold in the retail environment, including online sales to the public.

SHIPMENT AND DELIVERY TERMS:

Any drop ship orders submitted to be shipped out of the resident customer state must have on file with InSinkEerator a sales tax exemption certificate for the destination state. If the customer will not provide this, then InSinkEerator will be required to charge sales tax on the transaction. If the customer chooses to deduct or not pay this sales tax, InSinkEerator will not ship future orders until this issue is resolved.

SERVICE INFORMATION:

For service information call toll free 1-800-558-5700.

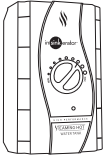


Disposer Accessories

ITEM/DESCRIPTION	MASTER PACK	LIST PRICE
 DWC-00 Dishwasher Connector Kit	(6)	\$12 ⁵⁰
 CRD-00 Power Cord Assembly	(6)	\$14 ⁰⁰
 FDT-00 Flexible Discharge Tube	(6)	\$16 ⁶⁰
 QCB-AM Antimicrobial Quiet Collar® Sink Baffle - Evolution Series®	(6)	\$14 ⁹⁰
 RSB-00 Removable Sound Baffle (Not for use with Evolution Series®)	(6)	\$7 ⁷⁰
 SMG-00 Standard Mounting Gasket (For use with non-stainless steel grind chamber models) (Not for use with Evolution Series®)	(6)	\$9 ⁷⁰
 DMG-00 Deluxe Mounting Gasket (For use with stainless steel grind chamber models only) (Not for use with Evolution Series®)	(6)	\$10 ³⁰
 WRN-00 JamBuster™ Wrench	(6)	\$7 ⁵⁰
 STS-00 (Dual Outlet) Sink Top Switch™ (Chrome and White buttons included)	(4)	\$102 ⁴⁰
 STS-00SN (Dual Outlet) Sink Top Switch™ (Satin Nickel button included)	(4)	\$100 ³⁰
 STC-BIS, STC-BLK, STC-WH Button for use with the STS Series Biscuit, Glossy Black or White finish	(4)	\$27 ¹⁰
 STC-BB, STC-PN, STC-CRB Button for use with the STS Series Brushed Bronze, Polished Nickel, Classic Oil-Rubbed Bronze finish	(4)	\$37 ³⁰
 STC-SN, STC-MTBLK, STC-MB, STC-ORB, STC-FG, STC-CHRM Button for use with the STS Series Satin Nickel, Matte Black, Mocha Bronze, Oil-Rubbed Bronze, French Gold or Chrome finish	(4)	\$31 ⁸⁰
 QLM-00 Quick Lock® Sink Mount	(4)	\$21 ⁶⁰
 BIO-CG Bio-Charge® Replacement cartridge for Septic Assist® disposer	Minimum order one case of 12 cartridges	\$20 ⁵⁰
 CCPA-00 Cover Control® Plus Adapter Converts any Evolution Series® disposer to Magnetic Cover Start® activation. A PRO Series® exclusive. Not compatible w/ Pro 1000LP®. Add 2-3/4" to disposer height.		\$79 ⁰⁰







Disposer Accessories

ITEM/DESCRIPTION	MASTER PACK	LIST PRICE
 MGK-00 Mounting Gasket Kit (Standard and Deluxe Included) (Not for use with Evolution Series®)	(6)	\$12 ³⁰
 STP-DS SilverSaver Stopper™	(6)	\$25 ¹⁰
 STP-WH, STP-BIS, STP-MB, STP-ORB, STP-FG, STP-MTBLK White, Biscuit, Mocha Bronze, Oil-Rubbed Bronze, French Gold or Matte Black Finish Stopper	(4)	\$31 ⁸⁰
 STP-BB, STP-PN Brushed Bronze, Polished Nickel Stopper	(4)	\$36 ⁴⁰
 STP-PL Black Plastic Stopper	(6)	\$7 ⁵⁰
 STP-SS Stainless Steel Stopper	(6)	\$14 ⁴⁰
 STP-SSB Brushed Stainless Steel Stopper	(6)	\$23 ¹⁰
 FLG-SS Polished Stainless Steel Sink Flange	(4)	\$20 ⁵⁰
 FLG-SSB Brushed Stainless Steel Sink Flange	(4)	\$27 ⁹⁰
 FLG-WH, FLG-BIS, FLG-MB, FLG-ORB, FLG-FG, FLG-MTBLK White, Biscuit, Mocha Bronze, Oil Rubbed Bronze, French Gold or Matte Black Finish Sink Flange	(4)	\$33 ⁸⁰
 FLG-BB, FLG-PN Brushed Bronze, Polished Nickel Flange	(4)	\$37 ³⁰
 FLG-SSLG Deep Stainless Steel Sink Flange for sinks up to 1-3/4" thick	(4)	\$95 ³⁰





Hot Water Tanks

MODEL	FEATURES	LIST PRICE
 <p>High Performance Steaming Hot Water Tank HWT-HP (Faucet and Filtration System not included)</p>	<ul style="list-style-type: none"> Chosen by professional coffee shops for proven performance 1300 watt heating element for rapid recovery Dispenses near-boiling water Electronic thermostat with $\pm 2^\circ$ F tight temperature control 	<ul style="list-style-type: none"> Includes 2/3 gallon stainless steel hot water tank <i>We Come To You</i>[®] 3-Year In-Home Limited Warranty Faucet and Filtration System sold separately
	HWT-HP	\$582¹⁰
 <p>Instant Hot Water Tank and Filtration System HWT-F1000S (Faucet not included)</p>	<ul style="list-style-type: none"> Includes 2/3 gallon hot water tank F-1000S Filtration System included Dispenses near-boiling water 750 watts, 120 volts A.C. 	<ul style="list-style-type: none"> <i>We Come To You</i>[®] 3-Year In-Home Limited Warranty on tank <i>We Come To You</i>[®] 1-Year In-Home Limited Warranty on filter system (excluding replaceable cartridge)
	HWT-F1000S	\$450⁴⁰
 <p>Instant Hot Water Tank HWT-00 (Faucet and Filtration system not included)</p>	<ul style="list-style-type: none"> Includes 2/3 gallon hot water tank Dispenses near-boiling water 750 watts, 120 volts A.C. 	<ul style="list-style-type: none"> <i>We Come To You</i>[®] 3-Year In-Home Limited Warranty Faucet and Filtration System sold separately
	HWT-00	\$393²⁰





Filtration Systems

MODEL	FEATURES	LIST PRICE
 <p>F-1000S (Complete Water Filtration System)</p>	<ul style="list-style-type: none"> Reduces chlorine taste and odor for clean, refreshing taste Easily replaced Quick-Change filter cartridge NSF[®] Standard 42 listing 6 month recommended filter cartridge replacement 	\$111²⁰
 <p>F-2000S (Complete Water Filtration System)</p>	<ul style="list-style-type: none"> Reduces chlorine taste and odor for clean, refreshing taste Reduces lead, mercury, cysts, asbestos, lindane, benzene, carbofuran, p-dichorobenzene, 2,4-D and atrazine Easily replaced Quick-Change filter cartridge NSF[®] Standard 42 and 53 listing 6 month recommended filter cartridge replacement 	\$149⁶⁰
 <p>F-1000 (Replacement Cartridges - 1/Pack)</p>	<ul style="list-style-type: none"> Reduces chlorine taste and odor for clean, refreshing taste NSF[®] Standard 42 listing 6 month recommended filter cartridge replacement 	\$45⁵⁰
 <p>F-2000 (Replacement Cartridges - 1/Pack)</p>	<ul style="list-style-type: none"> Reduces chlorine taste and odor for clean, refreshing taste Reduces lead, mercury, cysts, asbestos, lindane, benzene, carbofuran, p-dichorobenzene, 2,4-D and atrazine NSF[®] Standard 42 and 53 listing 6 month recommended filter cartridge replacement 	\$84¹⁰
 <p>F-201R (Replacement Cartridges - 2/Pack)</p>	<ul style="list-style-type: none"> Reduces chlorine taste and odor for clean, refreshing taste NSF[®] Standard 42, Class I listing 6-12 month recommended filter cartridge replacement 	\$99⁰⁰
 <p>F-601R to F-2000S Filter Conversion Kit F601R-F2000S-KIT (F-2000S Cartridge, F-2000S Filter Head, Kit Quick Connectors, Kit Connector Tubes 1/4")</p>	<ul style="list-style-type: none"> Converts F-601R Filtration System to F-2000S Filtration System 	\$149⁶⁰





Designer Instant Hot Water Faucets



MODEL	FEATURES	LIST PRICE
Designer Faucets (Tank not included)		
<ul style="list-style-type: none"> • Available in various designer finishes • Available in both hot only and cold only models • Durable all-brass construction • Spout swivels for added convenience • <i>We Come To You</i>® 5-Year In-Home Limited Warranty 		
Purchase hot water tank and filtration system separately		
 Melea™ H1400 HOT ONLY	F-H1400C (Chrome)	\$442⁵⁰
	F-H1400PN (Polished Nickel)	\$508⁹⁰
	F-H1400SN (Satin Nickel)	
	F-H1400MBLK (Matte Black)	\$597⁰⁰
	F-H1400CRB (Classic Oil-Rubbed Bronze)	
 Melea™ C1400 COLD ONLY	F-C1400C (Chrome)	\$287⁷⁰
	F-C1400PN (Polished Nickel)	\$330⁸⁰
	F-C1400SN (Satin Nickel)	
	F-C1400MBLK (Matte Black)	\$388⁴⁰
	F-C1400CRB (Classic Oil-Rubbed Bronze)	
Designer Faucets (Tank not included)		
<ul style="list-style-type: none"> • Available in various designer finishes • Available in both hot only and cold only models • Durable all-brass construction • Spout swivels for added convenience • <i>We Come To You</i>® 5-Year In-Home Limited Warranty 		
Purchase hot water tank and filtration system separately		
 Iris™ H2300 HOT ONLY	F-H2300C (Chrome)	\$559⁸⁰
	F-H2300PN (Polished Nickel)	\$643⁷⁰
	F-H2300SN (Satin Nickel)	
	F-H2300CRB (Classic Oil-Rubbed Bronze)	\$755⁵⁰
 Iris™ C2300 COLD ONLY	F-C2300C (Chrome)	\$364⁰⁰
	F-C2300PN (Polished Nickel)	\$410⁰⁰
	F-C2300SN (Satin Nickel)	
	F-C2300CRB (Classic Oil-Rubbed Bronze)	\$491³⁰

Designer Instant Hot Water Faucets


MODEL	FEATURES	LIST PRICE	
Designer Faucets (Tank not included)			
	<ul style="list-style-type: none"> Modern Styling - Available in various designer finishes Available in both hot and cold (HC Models) and hot only (H Models) Durable all-brass construction 	<ul style="list-style-type: none"> Unique single handle, dual activation, for both instant hot and cool water dispensing <i>We Come To You</i>® 5-Year In-Home Limited Warranty 	
Purchase hot water tank and filtration system separately			
	Modern HC3300 HOT & COLD	F-HC3300C (Chrome) \$623⁵⁰ F-HC3300SN (Satin Nickel) \$707⁴⁰ F-HC3300MBLK (Matte Black) F-HC3300PN (Polished Nickel) \$806³⁰	
	Modern H3300 HOT ONLY	F-H3300C (Chrome) \$521²⁰ F-H3300SN (Satin Nickel) \$589⁸⁰ F-H3300MBLK (Matte Black) F-H3300PN (Polished Nickel) \$691⁸⁰	
	Designer Faucets (Tank not included)		
		<ul style="list-style-type: none"> Traditional Styling - Available in various designer finishes Available in both hot and cold (HC Models) and hot only (GN Models) Durable all-brass construction 	<ul style="list-style-type: none"> Spout swivels for added convenience <i>We Come To You</i>® 5-Year In-Home Limited Warranty
	Purchase hot water tank and filtration system separately		
	Antique HC2200 HOT & COLD	F-HC2200C (Chrome) \$601⁰⁰ F-HC2200SN (Satin Nickel) \$684⁷⁰ F-HC2200MB (Mocha Bronze) F-HC2200BB (Brushed Bronze) \$776⁴⁰ F-HC2200CRB (Classic Oil-Rubbed Bronze) F-HC2200ORB (Oil-Rubbed Bronze) F-HC2200PN (Polished Nickel)	
	Antique GN2200 HOT ONLY	F-GN2200C (Chrome) \$430⁶⁰ F-GN2200SN (Satin Nickel) \$499⁴⁰ F-GN2200MB (Mocha Bronze) F-GN2200BB (Brushed Bronze) \$572⁸⁰ F-GN2200CRB (Classic Oil-Rubbed Bronze) F-GN2200ORB (Oil-Rubbed Bronze) F-GN2200PN (Polished Nickel)	
		Tuscan HC2215 HOT & COLD	F-HC2215C (Chrome) \$601⁰⁰ F-HC2215SN (Satin Nickel) \$684⁷⁰ F-HC2215MB (Mocha Bronze) F-HC2215BB (Brushed Bronze) \$776⁴⁰ F-HC2215CRB (Classic Oil-Rubbed Bronze) F-HC2215ORB (Oil-Rubbed Bronze) F-HC2215PN (Polished Nickel)
		Tuscan GN2215 HOT ONLY	F-GN2215C (Chrome) \$430⁶⁰ F-GN2215SN (Satin Nickel) \$499⁴⁰ F-GN2215MB (Mocha Bronze) F-GN2215BB (Brushed Bronze) \$572⁸⁰ F-GN2215CRB (Classic Oil-Rubbed Bronze) F-GN2215ORB (Oil-Rubbed Bronze) F-GN2215PN (Polished Nickel)
		Designer Faucets (Tank not included)	
		<ul style="list-style-type: none"> Contemporary Styling - Available in various designer finishes Available in both hot and cold (HC Models) and hot only (GN Models) Durable all-brass construction 	<ul style="list-style-type: none"> Spout swivels for added convenience <i>We Come To You</i>® 5-Year In-Home Limited Warranty
Purchase hot water tank and filtration system separately			
	Contemporary HC1100 HOT & COLD	F-HC1100C (Chrome) \$500⁹⁰ F-HC1100BIS (Biscuit) F-HC1100SN (Satin Nickel) \$582³⁰ F-HC1100BLK (Gloss Black) F-HC1100W (White) F-HC1100MBLK (Matte Black) F-HC1100FG (French Gold) F-HC1100CRB (Classic Oil-Rubbed Bronze) \$674⁵⁰ F-HC1100MB (Mocha Bronze) F-HC1100BB (Brushed Bronze) F-HC1100BC (Brushed Chrome) F-HC1100ORB (Oil-Rubbed Bronze) F-HC1100PN (Polished Nickel)	
	Contemporary GN1100 HOT ONLY	F-GN1100C (Chrome) \$329¹⁰ F-GN1100BIS (Biscuit) F-GN1100SN (Satin Nickel) \$397⁵⁰ F-GN1100BLK (Gloss Black) F-GN1100W (White) F-GN1100MBLK (Matte Black) F-GN1100FG (French Gold) F-GN1100CRB (Classic Oil-Rubbed Bronze) \$471³⁰ F-GN1100MB (Mocha Bronze) F-GN1100BB (Brushed Bronze) F-GN1100BC (Brushed Chrome) F-GN1100ORB (Oil-Rubbed Bronze) F-GN1100PN (Polished Nickel)	

Complete Series Instant Hot Water Dispensing Systems


MODEL	FEATURES	LIST PRICE
	<ul style="list-style-type: none"> Includes EXT-10 extension for counters thicker than 3/4 inch Dispenses near-boiling water 	<ul style="list-style-type: none"> We Come To You® 3-Year In-Home Limited Warranty
Includes 2/3-gallon hot water tank		
 <p>Wave HC-WAVE® HOT & COLD</p>	HC-WAVEC-SS (Chrome)	\$602 ⁰⁰
	HC-WAVESN-SS (Satin Nickel)	\$673 ⁶⁰
 <p>Wave H-WAVE® HOT ONLY</p>	H-WAVEC-SS (Chrome)	\$518 ⁶⁰
	H-WAVESN-SS (Satin Nickel)	\$583 ⁴⁰
 <p>View HC-View® HOT & COLD</p>	HC-VIEWC-SS (Chrome)	\$602 ⁰⁰
	HC-VIEWSN-SS (Satin Nickel)	\$673 ⁶⁰
 <p>View H-View® HOT ONLY</p>	H-VIEWC-SS (Chrome)	\$518 ⁶⁰
	H-VIEWSN-SS (Satin Nickel)	\$583 ⁴⁰

MODEL	FEATURES	LIST PRICE
	<ul style="list-style-type: none"> Dispenses near-boiling water 	<ul style="list-style-type: none"> We Come To You® 3-Year In-Home Limited Warranty
Includes 2/3-gallon hot water tank		
 <p>Classic HOT ONLY</p>	H-CLASSIC-SS (Chrome)	\$415 ⁹⁰
 <p>Contour HOT ONLY</p>	H-CONTOUR-SS (Chrome)	\$415 ⁹⁰


750 watts, 115 volts A.C. (Tank and Faucet Included)

MODEL	FEATURES	LIST PRICE
	<ul style="list-style-type: none"> Includes an easy push-button instant hot water dispenser and unique 2/3 gallon stainless steel hot water tank 	<ul style="list-style-type: none"> Dispenses near-boiling water We Come To You® 1-Year In-Home Limited Warranty
Includes 2/3-gallon hot water tank		
 <p>HOT100® HOT ONLY</p>	H-HOT100C-SS (Chrome)	\$285 ⁷⁰
	H-HOT100SN-SS (Satin Nickel)	\$307 ⁰⁰

750 watts, 115 volts A.C. (Tank and Faucet Included)

MODEL	FEATURES	LIST PRICE
	<ul style="list-style-type: none"> Includes an easy push-handle instant hot water dispenser and unique 2/3 gallon stainless steel hot water tank 	<ul style="list-style-type: none"> Dispenses near-boiling water We Come To You® 1-Year In-Home Limited Warranty
Includes 2/3-gallon hot water tank		
 <p>HOT150™ HOT ONLY</p>	H-HOT150C-SS (Chrome)	\$328 ⁴⁰
	H-HOT150SN-SS (Satin Nickel)	\$349 ⁷⁰

Foodservice Instant Hot Water Dispensers

MODEL	FEATURES	LIST PRICE
	<ul style="list-style-type: none"> Foodservice grade dispenser Swivel gooseneck spout Durable all brass faucet 	<ul style="list-style-type: none"> Includes 2/3 gallon stainless steel tank Full 1-year parts and service warranty Dispenses near-boiling water
Includes 2/3-gallon hot water tank		
 <p>C1300</p>	C1300 (Chrome)	<p>Please refer to Current Food Service Price Sheet</p>

General Terms and Conditions of Sale

These Terms and Conditions shall govern the transaction by and between InSinkErator, a Division of Emerson Electric Co. (herein referred to as the "Seller") and the customer or person or entity purchasing goods ("Goods") from Seller (herein referred to as "Buyer"), together with any quotation or acknowledgment from Seller relevant to the sale of the Goods and all documents incorporated by specific reference therein, and shall constitute the complete and exclusive agreement governing the sale of Goods by Seller to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions. Any different or additional terms in Buyer's purchase order or other Buyer documents are hereby objected to.

1. PRICES

Unless otherwise specified in writing by Seller, Seller shall have the right to change the price for the Goods to Seller's price for the Goods at the time of shipment. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

2. TAXES

All taxes or governmental charge (or increase in same) affecting Seller's costs or which seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods shall be for Buyer's account and shall be added to the price. Any drop ship orders submitted to be shipped out of the resident customer state must have on file with InSinkErator a sales tax exemption certificate for the destination state. If the customer will not provide this, then InSinkErator will be required to charge sales tax on the transaction. If the customer chooses to deduct or not pay this sales tax, InSinkErator will not ship future orders until this issue is resolved.

3. TERMS OF PAYMENT

Unless otherwise indicated by Seller, a cash discount of 2% is allowed, if seller's invoice is paid by the tenth (10th) of the following month. Net on the eleventh (11th). Billing dated the 25th through the end of the month is considered billed as of the first of the following month due on the tenth (10th) of the month thereafter; "Net" the eleventh (11th) of the month. No discount will be allowed after the discount period. Invoices will bear the date on which shipment is made and terms are based upon date of shipment and not on date of arrival. Seller shall have the right, among other remedies, to terminate or suspend performance under any order, if Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Delinquent payments shall bear interest at a rate to be determined by Seller, which shall not exceed the legal maximum rate, from the date due until paid. Should Buyer's financial responsibility become unsatisfactory to Seller, Seller may require cash payments or satisfactory security.

4. SHIPMENT AND DELIVERY

Deliveries are made F.O.B. Seller's shipping point. Risk of loss or damage and liability therefore shall pass to Buyer upon delivery to carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s), all shipping dates are approximate and not guaranteed. Seller reserves the right to

make partial shipments. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other resulting expenses.

5. LIMITED WARRANTY

Subject to the limitations of Section 6, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of one year from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer.

THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, Buyer's negligence, unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application. To the extent that Seller has relied upon any specifications, information, representation or operating conditions or other data supplied by Buyer or its agents to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any nonconformity with warranty within the warranty period, Buyer must notify Seller thereof in writing. Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture, that portion of the nonconformity. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such nonconformity. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

6. LIMITATION OF REMEDY AND LIABILITY

The sole and exclusive remedy for breach of any term or condition or warranty hereunder (other than the warranty provided under section 7) shall be limited, at Seller's option, to repair, correction or replacement under section 5 or refund of

the purchase price. Seller shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Seller's liability to Buyer and/or its customers exceed the price paid by buyer for the specific goods provided by Seller giving rise to the claim or cause of action. Buyer agrees that in no event shall Seller's liability to buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include without limitation loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

It is understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or ability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. PATENTS AND COPYRIGHTS

Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, that Buyer cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them.

8. EXCUSE OF PERFORMANCE

Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of Buyer; war; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; government requests, restrictions, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstance or any event or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph. Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

General Terms and Conditions of Sale (continued)

9. CANCELLATION

Seller may cancel this agreement at any time for any reason upon 30 days written notice. Unless otherwise agreed in writing by Seller, Buyer may not cancel this agreement for any reason.

10. CHANGES

Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery.

Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

11. ASSIGNMENT

Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment, without such consent, shall be void. Seller may assign its rights and delegate its duties hereunder.

12. GENERAL PROVISIONS

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modifications, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of the Seller. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or

other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed on writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Missouri. Buyer and Seller agree that the proper venue of all actions arising in connection herewith shall be only in the State where the Goods involved in such actions were manufactured and the parties agree to submit to such jurisdiction. The Convention for the International Sales of Goods shall not apply to this agreement.

13. COMPLIANCE WITH CERTAIN LAWS

These Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and Executive Order 11246.

14. DISPUTE RESOLUTION

In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between Buyer and Seller, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER BUYER OR SELLER CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED

IN BINDING ARBITRATION. Buyer and Seller agree that the proper venue if Arbitration is not so chosen by Buyer or Seller of all actions arising in connection herewith shall be only in the state of Wisconsin and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

15. CLASS ACTION WAIVER

BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER BUYER NOR SELLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

ADMINISTRATION OF ARBITRATION: The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer-Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable; (2) the arbitrator shall apply Wisconsin law consistent with the FAA.

NOTE: InSinkErator reserves the right to make changes at any time without notice in prices, color, material specifications and models and also to add or discontinue models and accessories without incurring liability to modify products already produced. InSinkErator reserves the right to cancel orders or any part thereof for causes due to any acts or demands of the Government or to fire, flood, strikes, war, embargo, lack of transportation, act of God, or any other cause or causes beyond its control. All orders subject to acceptance by InSinkErator, Racine, Wisconsin 53406

IMPORTANT: For Commercial Disposers refer to separate price sheets for terms, price and freight policy. Please do not combine commercial and household units on same purchase order.



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