

PLUMBING PRODUCTS TERMS

Effective Date: February 4, 2024*

Minimum order requirements

The minimum order value is \$150.00 net. In the event an order is received under the stated minimum order value, a \$25.00 service charge will be applied to the order. All service charges are non-refundable.

TERMS

All prices are F.O.B. Sloan Valve Company's ("**Sloan**") Factory as such term defined in the Uniform Commercial Code. For orders of products meeting the following order value thresholds, the shipping terms shall be prepaid freight within the United States (contiguous), to be based on the lowest rate medium of transportation: (i) all orders, excluding sinks and vitreous china-only orders, of \$5,000.00 net and above; (ii) all vitreous china-only orders over \$10,000.00 net; and (iii) all Sloan orders that include sink(s) over \$15,000.00 net. For all orders not meeting the minimums, shipping terms shall be freight prepaid, charged back to buyer. Shipping term for international orders shall be ExWorks Sloan's facility, as that term is defined in INCOTERMS 2020. A one-time \$50.00 freight handling fee will be applied to all orders that qualify for prepaid freight. If Buyer chooses its own carrier, then delivery shall be ExWorks Sloan's facility.

Additional freight services, such as construction site delivery, lift gate delivery service, re-consigned freight or notification charges, are not included in FOB terms, and will result in additional freight charges.

DOMESTIC WHOLESALER CASH DISCOUNT TERMS: 2% 10, NET 30 DAYS FROM DATE OF INVOICE

A 2% discount may be offered (excluding taxes, freight handling or shipping charges) for full payment on or before 10 days from date of invoice with the net amount due within days of invoice date. Late payments subject to a monthly late fee equal to the lesser of 1% or the highest amount permitted by applicable law, until the invoice has been paid in full. Payments are to be made via "Electronic Funds Transfer" ("**EFT**"), ePayables (credit card settlement), or via check to Sloan. Payments made by check shall be addressed to: 9134 PAY-SPHERE CIRCLE, CHICAGO, IL 60674.

LIMITED WARRANTY

Sloan warrants its products against defects in materials and workmanship, excluding damage caused by matters beyond Sloan's reasonable control. Instructions for filing claims can be found in the Limited Warranty which can be obtained at <https://legal.sloan.com/warranty-policy.html> or by requesting a free copy by telephone at 888.756.2614. Sloan will repair or replace your defective product, or provide a refund, as your exclusive remedy. This is only a general summary of Sloan's Limited Warranty so it is important to note that the specific terms, conditions, limitations and exclusions, including the duration of warranty coverage for your particular Sloan product, are contained in the actual Sloan Limited Warranty. The Limited Warranty is subject to applicable laws in your country, state, province or other jurisdiction—and disputes arising under the Limited Warranty are to be resolved by binding

arbitration unless you provide Sloan with an opt-out notice no later than 30 days after your purchase date. In case of a conflict with this summary, the terms and conditions set forth in the complete Limited Warranty will prevail.

For Sloan Sink System return policy, T&C and cancellation policy please refer to <https://legal.sloan.com> for the complete policies.

SHORTAGES, INCORRECT SHIPMENTS, PROOF OF DELIVERY REQUESTS

Claims for shortages or incorrect filling of orders must be made within 30 days from date of delivery. No claim over six months old will be honored. Deliveries that are short carton(s) or have damaged carton(s) must be reported immediately. Damaged carton(s) must be kept for Carrier Claim Inspector.

DISCLAIMER

The prices herein are subject to change without notice and supersede all previous prices. The possession of this price sheet by any person is not to be construed as an offer to sell them, nor anyone else, the goods listed herein at the price or terms stated.

SLOAN Minimum Advertised Price Policy

Sloan is a global leader in manufacturing commercial plumbing systems. Sloan is committed to maintaining a high quality brand image of our products through our Authorized Distributors and Resellers ("**Distribution Partners**") who support this brand image through stocking requirements, non-OEM products, warranty information, technical administration, and investment of time and resources required to provide a high level of customer service and product knowledge that our customers expect.

In furtherance of these commitments, Sloan has unilaterally adopted this Minimum Advertised Price Policy (this "**Policy**"), which applies to all Sloan Distribution Partners effective **January 1, 2018**.

Please refer to the complete policy which is available at: <https://legal.sloan.com>.

* The effective date appearing in the header of this page under the version control block is system-generated and is only for administrative and versioning purposes. That date does not constitute or modify the Effective Date or effectiveness of these Terms or Policies.