

The following Terms of Sale (these “**Terms**”) shall apply to the purchase and sale of products and/or related services (collectively, “**Products**”) offered by Sloan Valve Company and its affiliates (together Sloan Valve Company and its Affiliates shall be referred to herein as, “**Sloan**”). These Terms, along with the Sloan order confirmation delivered to you upon submission of your purchase order (the “**Order Confirmation**”), and any other additional guidelines, terms, and agreements provided by Sloan or executed by both parties that are applicable to such Products (collectively, the “**Other Agreements**”), constitute the entire integrated agreement between the purchaser of such Products (“**Buyer**” or “**you**”) and Sloan, concerning such Products. No change, modification, amendment or other agreement with regard to these Terms shall be binding upon Sloan unless made in writing and signed by an authorized officer of Sloan.

1. **Applicable of Terms.** These Terms shall apply to all purchases of Products from Sloan, except that if any international Affiliate of Sloan is the seller, then the purchase and sale shall be governed by the specific terms of sale of such international Affiliate, if any. If such international Affiliate has not provided its specific terms of sale, then these Terms shall apply to such purchase. **Please read these terms carefully before you submit your order to us.** These terms tell you who we are, how we will provide the Products to you, how you and we may change or end the agreement, what to do if there is a problem and other important information. BY SUBMITTING AN ORDER TO US FOR THE PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THESE TERMS.
2. **Construction and Order of Precedence.** Except with respect to those provisions in any written agreement signed by both you and Sloan that govern the purchase and sale of the same Products described in an Order Confirmation and that are expressly contrary to these Terms (a “**Master Purchase and Sale Agreement**”), these Terms apply to, and are incorporated into, all Other Agreements, all purchase orders, order confirmations, quotations, bids, invoices, understandings, commitments, arrangements, and transactions between Buyer and Sloan relating to the purchase or sale of Products. These Terms, any Credit Terms, Sloan's Limited Warranty, Terms of Use, order confirmations, product-specific terms, return policies, cancellation policies, and other terms or policies posted or referenced by Sloan from time to time (collectively, the “**Sloan Commercial Terms**”) are intended to be read together, but each applies only to the subject matter it addresses. Unless otherwise expressly agreed in a written agreement signed by an authorized officer of Sloan, any ambiguity, conflict, or inconsistency among the Sloan Commercial Terms shall be resolved in the following order of precedence: (a) any Master Purchase and Sale Agreement or other written agreement signed by both Buyer and Sloan, solely with respect to the Products, transactions, or subject matter expressly covered by such agreement; (b) the applicable Order Confirmation; (c) any product-specific or transaction-specific terms expressly referenced in the applicable Order Confirmation; (d) these Terms, with respect to Product purchase and sale matters; (e) Sloan's Credit Terms, solely with respect to credit approval, credit limits, payment obligations, security interests, collateral, defaults, remedies, collections, credit reporting, and enforcement of amounts owed to Sloan; (f) Sloan's applicable Limited Warranty, solely with respect to warranty coverage, exclusions, claim procedures, and remedies; (g) Sloan's Terms of Use, solely with respect to access to and use of Sloan's websites, online content, accounts, design tools, and other non-purchase website functionality; and (h) any other Sloan policy or online term, solely with respect to the subject matter it specifically addresses. All documents, forms, terms, or conditions provided by Buyer, whether before or after the date of these Terms, including any purchase order, vendor portal term, acknowledgment, invoice, remittance document, payment document, shipping instruction, or other Buyer communication, are not

part of the agreement between Buyer and Sloan and shall have no effect unless expressly agreed in a written instrument signed by an authorized officer of Sloan. Sloan's acceptance, acknowledgment, fulfillment, or shipment of any order, acceptance of payment, or extension of credit does not constitute acceptance of any Buyer terms or conditions.

3. **Order Confirmation.** Our acceptance of your order will take place when we email you the Order Confirmation confirming the details of your, at which point a contract will come into existence between you and us. Once an Order Confirmation has been issued, **please** confirm that the Products listed on the Order Confirmation, as well as the fees, are accurate and complete. IF YOU FAIL TO NOTIFY US OF ANY INACCURACY IN THE ORDER CONFIRMATION WITHIN TEN (10) DAYS OF RECEIPT, YOU WILL BE DEEMED TO HAVE IRREVOCABLY ACKNOWLEDGED THE ACCURACY OF THE ORDER CONFIRMATION. The minimum order value is USD\$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. Any order cancellations shall be subject to Sloan's cancellation policy found at: [Sink Cancellation and Return Policy](#) and [Return Policy](#).
4. **Prices.** You agree to pay Sloan the purchase price set forth on the Order Confirmation together with all applicable sales taxes, use taxes, excise taxes, export duties and tariffs, and all freight, handling, and shipping charges. All prices, discounts, and promotions quoted by Sloan are subject to change by Sloan without notice. Unless expressly stated otherwise, prices for all Products are in US Dollars. Sloan strives to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. Sloan reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Without limitation of the foregoing, Sloan may change prices and delivery schedules due to tariffs, trade barriers, government actions and other similar causes beyond Sloan's reasonable control. In such event, Sloan will notify you in writing in advance of any such changes.
5. **Payment.** Terms of payment are within our sole discretion. Unless stated otherwise in your Order Confirmation, payment shall be made within thirty (30) days of the date of invoice. Payments are to be made via "Electronic Funds Transfer" ("EFT"), ePayables (credit card settlement), in which case Buyer shall complete and deliver such applications and authorizations as Sloan customarily requires for these purposes, or via check to Sloan, strictly net, without any deduction, offset or discount other than as expressly stated in the relevant Order Confirmation or as otherwise authorized by Sloan. Payments made via check shall be mailed to the following address:

9134 PAYSPHERE CIRCLE
CHICAGO, ILLINOIS 60674

If reflected in the Order Confirmation, Sloan shall provide Buyer with an early payment discount in the amount of two percent (2%) of the net invoiced amount (excluding taxes, freight, freight handling or shipping charges) if Buyer pays the full amount of the invoice within ten (10) days of the invoice date. Payments made after the thirty (30th) day from the invoice date shall be deemed late and subject to a late fee in the amount of the lesser of one percent (1%) of the unpaid balance per month or the highest amount permitted by applicable law, until the invoice has been paid in full.

6. **Security Interest and UCC Filings.**

(a) **Grant of Security Interest.** As security for payment of the purchase price and all other amounts owed to Sloan under these Terms or any Order Confirmation, Buyer hereby grants to Sloan a purchase money security interest in and to: (i) all Products purchased by Buyer from Sloan; (ii) all proceeds thereof (including insurance proceeds); and (iii) all additions, attachments, accessories, accessions, parts, repairs and replacements relating to such Products (collectively, the "**Collateral**"). This security interest shall attach upon delivery of the Products and shall continue until all amounts owed to Sloan have been paid in full.

(b) **UCC-1 Filings.** Buyer hereby authorizes Sloan to file financing statements (Form UCC-1) and any amendments, continuations, or other documents necessary to perfect and maintain Sloan's security interest in the Collateral in any jurisdiction where the Products are located or where Buyer conducts business. Buyer agrees to execute and deliver to Sloan any additional documents reasonably requested by Sloan to perfect, maintain, or enforce its security interest. Buyer shall be responsible for all filing fees and costs associated with such filings.

(c) **Priority.** Buyer acknowledges that Sloan's security interest is a purchase money security interest entitled to priority under the Uniform Commercial Code and agrees not to grant any other security interest in the Products that would be senior to or pari passu with Sloan's security interest without Sloan's prior written consent.

(d) **Possession and Use.** Until all amounts owed to Sloan are paid in full, Buyer shall: (i) maintain the Products in good condition; (ii) not remove the Products from the United States without Sloan's prior written consent; (iii) keep the Products free from all liens and encumbrances other than Sloan's security interest; (iv) maintain adequate insurance on the Products with Sloan named as loss payee; and (v) immediately notify Sloan of any damage, loss, or threatened seizure of the Products.

(e) **Default and Remedies.** Upon any default by Buyer, including non-payment when due, Sloan may exercise all rights and remedies of a secured party under the Uniform Commercial Code and other applicable law, including the right to take immediate possession of the Products without judicial process and without prior notice or demand. Buyer hereby waives any requirement of notice or hearing prior to Sloan's repossession of the Products and agrees that Sloan may enter Buyer's premises to repossess the Products. Buyer shall be liable for all costs of repossession, storage, and resale, including reasonable attorneys' fees.

7. Mechanics' Liens and Stop Notice Rights.

(a) **Right to File Liens.** If any Products are incorporated into, installed in, or affixed to real property, Buyer acknowledges and agrees that Sloan shall have the right to file and record mechanics' liens, materialmen's liens, or similar statutory liens against such real property to secure payment for the Products. Buyer shall promptly provide Sloan with all information requested regarding the **property**, including property owner information, property legal descriptions, and general contractor information.

(b) **Notice to Property Owners.** Buyer hereby authorizes Sloan to provide preliminary lien notices, notices to owner, notices of furnishing, or other statutory notices required to preserve lien rights in any jurisdiction where Products may be delivered. Buyer shall provide Sloan with accurate project and property owner information to facilitate such notices.

(c) **Stop Notice Rights.** Sloan reserves the right to serve stop payment notices, stop work notices, or similar notices on property owners, general contractors, or construction lenders if payment is not timely made for Products supplied to a construction project.

8. Right of Reclamation. In addition to all other rights and remedies, if Buyer becomes insolvent or files for bankruptcy protection, Sloan reserves all rights of reclamation with respect to Products delivered to Buyer, including the right to demand return of all Products delivered within the statutory period prior to any bankruptcy filing or insolvency event.

9. Set-Off Rights. Sloan may, at its option, set off any amounts owed by Sloan to Buyer against any amounts owed by Buyer to Sloan under these Terms or any other agreement between the parties.

10. Shipment and Delivery. Unless stated otherwise in the Order Confirmation, all prices are FOB Sloan facility as such term defined in the Uniform Commercial Code. Products shall be shipped via Sloan's designated carrier under the following terms:

(i) 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:

- a. All orders of Products which exclude sinks and vitreous China-only orders of \$5,000.00 net and above;
- b. All vitreous china-only orders over \$10,000.00 net; and
- c. All Sloan sink(s) shipment over \$15,000.00 net.

(ii) For all orders not meeting the minimums set forth in [Section 10\(i\)](#), above, shipping terms shall be freight prepaid, charged back to Buyer.

(iii) For all international orders, the shipping term 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.

Notwithstanding the foregoing, if Buyer chooses its own carrier, then delivery shall be ExWorks Sloan's facility, as that term is defined in INCOTERMS 2020. Sloan shall have no obligation or risk of loss of or damage to Products following delivery at the facility, even if Sloan agrees to arrange for transportation as a courtesy to Buyer. Any such transportation shall be at Buyer's sole risk and expense.

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. Buyer shall promptly notify Sloan of any claims for damage in transit or non-delivery and any such claims must be filed against the carrier by Sloan.

11. Lead Time. Any lead times are expressed in business days. Sloan shall use its commercially reasonable efforts to meet such lead times. Notwithstanding the foregoing, stated lead times are based on normal production levels. Actual lead times may vary due to production schedules, quantities ordered, seasonality and higher than normal production levels. Accordingly, all lead times referenced in the Order Confirmation are subject to change by Sloan, and failure by Sloan to meet any delivery date does not constitute a cause for cancellation or a claim for damages of any kind. Buyer agrees and acknowledges that time for delivery shall not be of the essence.

12. Return and Refund Policy. For Sloan's return and refund policy, please see [Return Policy](#).

13. Modification. Sloan may, at any time, delete, modify or supplement any of the Products without prior notice. Sloan reserves the right, for any reason, at its sole discretion, to **cancel any order, terminate**, change, suspend or discontinue any aspect of the Products or aspects thereof.

14. Intellectual Property. Certain Products or materials provided therewith may contain or incorporate trademarks, trade names, patents, designs, content, technology, features, functionality, video, audio, images, displays, works of authorship, text, files, photos, designs, and other materials of Sloan ("**Sloan Content**"). Sloan Content and all intellectual property rights thereto are protected by United States and international copyright, trademark, patent, trade secret and other proprietary or intellectual property laws and Sloan or its licensors is and shall at all times remain the sole and exclusive owner of the Sloan Content and all intellectual property rights thereto. Sloan hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the Sloan Content (excluding any software code) solely for your use of our Products. Except as expressly authorized by Sloan, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Products or the Sloan Content, in whole or in part. Any rights not expressly granted herein are reserved by Sloan. The name "Sloan" and all other Sloan marks, logos, product and service names, designs, and phrases that we use in connection with our Products are trademarks, service marks, or trade dress of Sloan or licensors. You may not use such marks without the express written prior permission of Sloan.

15. Limited Warranty. For information regarding any limited warranty that may be applicable to the Products, please see <https://legal.sloan.com/warranty-policy.html>.

16. Indemnification. You agree to indemnify and hold harmless Sloan and their respective officers, directors, employees, managers, agents, successors and assigns from and against any claim or demand (including reasonable attorneys' and experts' fees and costs) made by any party due to or arising out of your (a) breach of these Terms, (b) improper use of the Products, or (c) breach of any law or the rights of a third party.

17. Compliance with Laws. Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, purchase, resale, lease and/or disposal of the Products, including, without limitation, to the extent applicable, the [U.S. Export Administration Act](#) and all regulations thereunder, and Buyer shall cause its employees and agents to comply with such laws and regulations.

18. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SLOAN BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR PRODUCTS, EVEN IF SLOAN OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF SLOAN TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THESE TERMS OR YOUR PURCHASE OR USE OF THE PRODUCTS EXCEED, IN THE AGGREGATE, THE THEN-ACTUAL VALUE OF THE PRODUCTS THAT YOU PURCHASED FROM SLOAN AND FULLY PAID FOR, WHICH PRODUCTS GIVE RISE TO THE LIABILITY.

19. Limitation on Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OUR PRODUCTS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Governing Law. By purchasing any of the Products, you agree that these Terms and your use of the Products shall be governed exclusively by the laws of the State of Illinois, USA, without regard to conflict of laws principles, regardless of your location when purchasing the Products. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (**CISG**) shall not apply to this agreement or any transaction conducted pursuant to these Terms.

21. Dispute Resolution. Any dispute, controversy or claim arising under, out of, or relating to these Terms and/or any Purchase Orders, Order Confirmations or other documents entered into between the Parties in connection with the purchase of Products by you (the "**Dispute**"), including, without limitation, the formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, if possible, be finally settled amicably by negotiation between the parties ("**Internal Dispute Resolution**").

22. Mediation. If the Parties are unable to reach an amicable solution to the Dispute pursuant to the Internal Dispute Resolution process within fifteen (15) days from the first notice of Dispute, then the Dispute shall be submitted to mediation, in Illinois, under the auspices of the American Arbitration Association ("**AAA**"), in accordance with the AAA's Mediation Procedures and, if applicable, Supplementary Rules for the Resolution of Patent Disputes then in effect. Each Party shall bear its own cost of mediation and shall share mediation costs equally. Notwithstanding the foregoing, the Parties shall not be required to first attempt to resolve a Dispute through mediation if such Dispute concerns an allegation that a Party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected Intellectual Property Rights; (ii) any claims pertaining to or arising out of any warranty issue; or (iii) any restrictive covenants contained in this Agreement, if any.

23. Arbitration. If the Parties are unable to resolve any Dispute by mediation within sixty (60) days after the notice of Dispute, the Parties shall submit the Dispute to binding arbitration before a single arbitrator agreeable to both Parties, or if the Parties cannot agree, then an arbitrator shall be appointed by the AAA. Any arbitrator chosen hereunder shall have reasonable educational training, and industry experience relevant to the particular Dispute. All proceedings will be conducted at a suitable location chosen by the arbitrator in Cook County, Illinois. Judgment upon the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. The arbitration proceeding shall be conducted in English. Subject to Section 29 below, the arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Trademark generic or otherwise invalid or, award any punitive, exemplary, or multiple damages against any Party. Each

Party further agrees that, in any arbitration proceeding, each must submit or file any claim that would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim, which is not submitted or filed as required, is forever barred. For any Dispute in which the amount in controversy is Twenty-Five Thousand Dollars (\$25,000) or less, the arbitration shall be conducted on a documents-only basis without oral hearings or depositions, unless the arbitrator determines that an oral hearing is necessary for a fair resolution of the Dispute. The Parties agree that, in any arbitration, Buyer may, at its own election and subject to its own discretion, elect the following limitations and rules governing discovery: (i) requests for documents shall be limited to documents that are directly relevant to significant issues in the case or to the case's outcome; shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; and shall not include broad phraseology such as "all documents directly or indirectly related to"; (ii) there shall be no interrogatories or requests to admit; (iii) with respect to any electronic discovery, the Parties agree that: (A) production of electronic documents need only be from sources used in the ordinary course of business. No such documents shall be required to be produced from back-up servers, tapes or other media; (B) the production of electronic documents shall normally be made on the basis of generally available technology in a searchable format which is usable by the Party receiving the documents and convenient and economical for the producing Party. Absent a showing of compelling need, the Parties need not produce metadata, with the exception of header fields for email correspondence; (C) the description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute; and (D) where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting Party advance the reasonable cost of production to the other side, subject to allocation of costs in the final award as provided herein; (iv) each side may take three discovery depositions and each side's depositions are to consume no more than a total of eighteen (18) hours, provided that the arbitrator may authorize additional depositions or extend the time limits upon a showing that the complexity of the issues, the amount in controversy, or other circumstances warrant additional depositions; (v) there are to be no speaking objections at the depositions, except to preserve privilege; and (vi) the total period for the taking of depositions shall not exceed six weeks unless extended by the arbitrator for good cause. The provisions of this Section are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

24. Court Carveout. Notwithstanding the foregoing, Sloan may bring any action or proceeding in any court of competent jurisdiction to collect amounts owed, enforce payment obligations, enforce or perfect any security interest or lien right, recover or repossess Products or collateral, obtain injunctive or equitable relief, protect or enforce intellectual property rights, prevent unauthorized use or disclosure of confidential information, or obtain any provisional, emergency, or creditor remedy. Buyer irrevocably submits to the jurisdiction of the state and federal courts located in Cook County, Illinois, for any such action or proceeding and waives any objection to personal jurisdiction, venue, or forum non conveniens in such courts.

25. Limitation of Action. No cause of action arising under these Terms may be maintained against Sloan unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against Sloan hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

26. Confidentiality of Dispute Resolution Proceedings. The Parties agree that all dispute resolution proceedings including but not limited to Internal Dispute Resolution, mediation, and arbitration, shall be strictly confidential. Without limiting the foregoing, the Parties agree that the following shall be deemed Confidential Information: (i) the existence, content, and results of any dispute resolution proceeding, including the fact that a Dispute has been asserted or is being resolved; (ii) all documents, testimony, evidence, and information exchanged or produced in connection with any dispute resolution proceeding; (iii) all settlement discussions, proposals, offers, and agreements; (iv) all mediator or arbitrator deliberations, rulings, decisions, and awards; (v) the identities of witnesses and experts; and (vi) all written submissions, briefs, memoranda, and correspondence related to the dispute resolution proceeding. Each Party shall take reasonable measures to ensure that its representatives, witnesses, experts, consultants, and advisors maintain the confidentiality of such information. The confidentiality obligations of this subsection shall not prevent a Party from disclosing information: (A) to the extent required by applicable law, regulation, court order, or governmental authority, provided that the disclosing Party provides the other Party with prompt written notice of such requirement and cooperates in any effort to obtain a protective order or confidential treatment; (B) to the Party's attorneys, accountants, auditors, insurers, and other professional advisors who have a need to know and who are bound by confidentiality obligations; (C) to the extent necessary to enforce or challenge an arbitration award or settlement agreement in a judicial proceeding, provided that the Party seeking disclosure first petitions the court for a protective order; (D) if both Parties provide prior written consent to the disclosure; or (E) to the extent the information is already in the public domain through no breach of this Agreement. Any breach of this confidentiality provision may be enjoined by any court of competent jurisdiction, and the breaching Party shall be liable for all damages, costs, and attorneys' fees incurred by the non-breaching Party as a result of such breach.

27. Class, Collective, and Representative Action Waiver. To the fullest extent permitted by applicable law, you agree that any Dispute shall be brought and resolved only on an individual basis. You hereby waive any right to bring, maintain, participate in, or recover relief in any class, collective, consolidated, representative, private-attorney-general, or similar proceeding, whether in arbitration or in court. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any class, collective, consolidated, representative, private-attorney-general, or similar proceeding.

28. WAIVER OF JURY TRIAL. THIS WAIVER APPLIES SOLELY AND EXCLUSIVELY TO THOSE COURT PROCEEDINGS EXPRESSLY PERMITTED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION PROCEEDINGS TO SEEK EMERGENCY INJUNCTIVE OR EQUITABLE RELIEF, TO ENFORCE AN ARBITRAL AWARD, OR TO PURSUE CLAIMS CARVED OUT FROM THE MANDATORY DISPUTE RESOLUTION PROCESS. FOR THE AVOIDANCE OF DOUBT, THIS WAIVER DOES NOT EXPAND THE CATEGORIES OF DISPUTES THAT MAY BE BROUGHT IN COURT, AND ALL OTHER DISPUTES REMAIN SUBJECT TO THE ARBITRATION PROVISIONS OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH PERMITTED COURT PROCEEDING. Each Party certifies that (a) this waiver is made voluntarily and with full understanding of its implications, (b) no Representative of the other Party has represented that such other Party would not seek to enforce this waiver, and (c) each Party has had the opportunity to consult with counsel regarding this waiver.

29. Attorneys' Fees and Costs. If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by any party against the other party to enforce its rights under these Terms or otherwise in connection with the Products or the

purchase thereof, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys' fees and court costs, incurred by Sloan, if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if Sloan prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by Sloan on an equitable basis.

30. **Severability.** If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to not affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

31. **No Waiver.** The failure by Sloan to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

32. **No Partnership.** No partnership, joint venture, franchisor-franchisee, or agency relationship is intended or created by these Terms.

33. **Amendment.** Sloan reserves the right to amend these Terms at any time and from time to time, upon providing you with reasonable notice, including by posting the revised terms on its website at the URL <https://legal.sloan.com>, which amended terms and conditions shall be binding upon you.

34. **Entire Agreement.** These Terms, the applicable Order Confirmation, the applicable Sloan Commercial Terms, and, if applicable, any Master Purchase and Sale Agreement, contain the entire understanding between Sloan and Buyer with respect to the subject matter thereof and may not be supplemented or modified by course of dealing, course of performance, usage of trade, oral communication, or any response by Buyer purporting to modify, supplement, or condition acceptance of such terms, unless expressly agreed in a written instrument signed by an authorized officer of Sloan.

35. **Assignment.** You may not assign or transfer your obligations under these Terms or any Other Agreement in whole or in part, whether by sale, merger, change in control, by operation of law, or otherwise, without Sloan's prior written consent. In the event of a permitted transfer, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. **However, no other person shall have any rights to enforce any of its terms against Sloan.** Sloan may assign or transfer these Terms or its obligations hereunder, or under any Other Agreement in whole or part, whether by operation of law or otherwise, without consent.

36. **UCC and INCOTERMS.** The meaning of any trade term referenced in [Section 10](#), and the rights and obligations of parties with respect to shipment and delivery of the Products shall be, as applicable, determined in accordance with the current edition of Incoterms published by the International Chamber of Commerce, or the most recent iteration of the Uniform Commercial Code as ratified and adopted by a majority of states, to the extent such section references the specified terms covered by the UCC or INCOTERMS. In the event of any conflict between these Terms and the [UCC or INCOTERMS](#), as applicable, these Terms shall govern.

37. **Force Majeure.** Sloan's delay or failure to perform any duties or obligations will not be considered a breach of these Terms if such delay or failure is attributable to (each a "**Force Majeure Event**"): a labor dispute, market shortage of materials or equipment, fire, earthquake, flood, pandemic or any other event beyond the control of Sloan, provided that Sloan uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. If Sloan is unable to perform its obligations under any Order Confirmation due to a Force Majeure Event, then it may terminate such order upon notice to Buyer, without liability.

38. **Credit Inquiry.** Buyer hereby authorizes Sloan from time to time to obtain Business and Consumer Credit Reports on Buyer or any principals of Buyer or to obtain credit and funding information from any other source. Sloan shall have no obligation to commence or continue performance of its obligations until adequate credit and funding information has been provided, at any time upon the request of Sloan. Sloan may reduce any line of credit available to Buyer and/or stop the manufacture or supply of any Products when it, in its sole discretion, determines that Buyer is in breach of these Terms or any other contract with Sloan, or Sloan

reasonably believes that Buyer may be unable to make timely payments with respect to any ordered Products, until such time as payment has been made and any such payment insecurity has been resolved.

39. **Bankruptcy, Insolvency.** Sloan shall have the right to terminate any Order Confirmation and cease delivery of any Products immediately if the Buyer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases Sloan shall have no further obligation hereunder and the price for all Products delivered and work done shall become immediately due and payable.

40. **Survival.** Any provision of these Terms that by its nature or express terms is intended to survive completion, cancellation, expiration, or termination of any order, Order Confirmation, transaction, or relationship between Buyer and Sloan shall so survive, including payment obligations, security interests, warranty disclaimers, limitations of liability, indemnification, intellectual property, confidentiality, governing law, dispute resolution, attorneys' fees and costs, order of precedence, rejection of Buyer terms, and any accrued rights, obligations, or remedies.

UPON SUBMISSION OF YOUR PURCHASE ORDER TO SLOAN AND YOUR RECEIPT OF AN ORDER CONFIRMATION FROM SLOAN, YOU ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**The effective date appearing in the header of this page is the effective date of these Terms or Policies. In the event prior version is required to be visited, please use the version control feature mentioned at the top of the page.*