

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (the "Terms") govern all purchases of goods ("Goods") from Plumbing Distributors, Inc. ("Seller") by any purchaser from Seller ("Buyer"), including any purchases of Goods through a written purchase order, Seller's website (the "Website"), as applicable, or any other purchase agreement between Seller and Buyer (collectively, the "Order"), each of which shall be deemed to incorporate the Terms. As amended from time to time, the Terms can be found on the Website. Buyer hereby agrees to be bound by the Terms in connection with any Order. As used herein, the term "Agreement" shall refer to the Order, which incorporates the Terms.

1. All sales of the Goods are F.O.B. Seller's shipping point, regardless of the means of delivery to Buyer, with title and risk of loss passing to Buyer at such time.
2. Except as expressly set forth by Seller in any written warranty by Seller applicable to the Goods, Seller makes NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer agrees to assume all risks and liability for the Goods, whether in the nature of contract or tort liability, and whether the Goods are used separately or in combination with other goods or property; provided, however, that Seller hereby assigns to Buyer any right of recourse that may exist under any warranty extended by the manufacturer of the Goods, and Buyer agrees to look exclusively to such manufacturer in connection with any warranty claim concerning the Goods.
3. Buyer shall inspect the Goods immediately upon delivery and shall within twenty-four (24) hours after delivery give written notice to Seller of any claim that (i) the Goods do not conform with the terms of the Order, or (ii) that the Goods are defective, and Buyer shall not proceed with any replacement or repairs. If Buyer shall fail to give such notice within said time period, the Goods shall be deemed to conform to the terms of the Order, and Buyer shall be deemed to have accepted and shall pay for the Goods in accordance with the terms of the Order. Any Goods returned for any reason other than as set forth in this Paragraph 3, if return is approved by Seller, will be subject to Seller's re-stocking fees and freight and handling charges. Return of Goods will not be accepted unless a written authorization for return has been given by Seller. Any unauthorized returns are subject to refusal by Seller and may be returned to Buyer on a freight collect basis.
4. Buyer agrees to indemnify and hold Seller harmless from any and all claims, actions, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees) with respect to any suit, claim, demand or other proceeding arising out of or relating to the Goods, except to the extent relating to a breach of any express written warranty of Seller in favor of Buyer.
5. Seller's liability to Buyer or to any person or entity purchasing or otherwise acquiring the Goods from Buyer shall be limited, to the extent permitted by law, to the express warranties of Seller, if any, made in any written agreement between Buyer and Seller with respect to the Goods. Seller shall not be bound by any other claim by Buyer without specific prior written authorization by Seller. Under no circumstances shall Seller be liable for any labor charges, including installation charges. WITHOUT LIMITATION, SELLER SHALL HAVE NO LIABILITY TO BUYER (OR ANY PERSON OR ENTITY CLAIMING ON BEHALF OF OR THROUGH BUYER) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SALE OF THE GOODS, ALL OF WHICH DAMAGES ARE HEREBY WAIVED BY BUYER.
6. The terms of payment for the Goods shall be as stated in the invoice of Seller for the Goods. However, if for any reason the terms of payment are not indicated therein, the terms of payment are net 10 days after invoice date, and the statement closing date is the last calendar day of every month. Payment terms begin on the date of the invoice. Without limitation, (i) a finance charge of 1.5% per month or the maximum rate allowed by law, whichever is less, will be charged on each payment received after its due date, and (ii) a \$30.00 fee will be charged on each check returned due to insufficient funds. Checks will not be re-deposited. In the event legal action is commenced by Seller to enforce any of the terms of the Agreement, Seller shall be entitled to recover from Buyer its collection costs and reasonable attorney's fees incurred in connection with such legal action.
7. Credit arrangements are subject to written approval of Seller and are subject to change without notice. In the event Buyer fails to fulfill the terms of payment or in the event Seller shall have any doubt at any time as to Buyer's financial responsibility, without limitation, Seller may decline to make further deliveries of Goods except upon receipt of cash or satisfactory security to Seller.
8. Buyer shall reimburse Seller promptly for all taxes, excises or other charges that Seller may be required to collect for and/or pay to any government in connection with the sale or transportation of the Goods.
9. No liability of Seller shall result from delay in performance or nonperformance of the Agreement directly or indirectly caused by fire, explosion, accidents, flood, or other act of God, labor trouble or shortage, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or arising from contingencies, happenings or

causes beyond the control of Seller. Seller shall not be required to provide any quantities of Goods so affected by any such circumstances, but the Agreement shall otherwise remain unaffected.

10. Orders are not assignable or transferable by Buyer in whole or in part, except with the prior written consent of Seller.
11. In the event of its inability for any reason to supply the quantity of the Goods specified in the Order, Seller may allocate its available supply among any or all of its customers on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
12. The Agreement shall be construed and enforced in accordance with the laws of the state of Georgia. Buyer agrees to (i) irrevocably and unconditionally submit to the exclusive jurisdiction of the state courts located in Gwinnett County, Georgia and the federal courts located in Atlanta, Georgia, as applicable, to resolve any disputes relating to the Agreement, and (ii) waive any right to move or dismiss or transfer any such action brought in such court on the basis of any objection to personal jurisdiction or venue. In addition, at the election of Seller, any controversy or claim arising out of or relating to the Agreement shall be settled by arbitration conducted in Gwinnett County, Georgia in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
13. No terms or conditions other than those stated in the Agreement or incorporated therein by reference shall be binding on Seller unless such additional terms or conditions are made in writing and executed by an officer of Seller. No terms or conditions contained herein shall be deemed affected by any of Buyer's documents containing other or different terms and conditions. The Terms shall take precedence over any different or conflicting terms in the Order or any other Buyer document unless otherwise specifically agreed in writing by Seller. Without limitation, any acceptance by Seller of the Order shall be deemed to incorporate the Terms. A subsequent signed written contract between Buyer and Seller that expressly references the Order may supersede the Order, but only to the extent and in the manner specifically provided therein.