

RuB Inc. TERMS & CONDITIONS OF SALES

PAYMENT TERMS

Net 30 days (subject to approval) from invoice date by wire or ACH; checks accepted in some cases. A 1½ % service charge per month will be added to any A/R paid beyond stated term.

FREIGHT POLICY

PPD shipment dependent on total net dollar value of invoice and Freight Zone from **RuB Inc.** shipping point. All other orders are EXW **RuB Inc.** Service Warehouse. Contact your **RuB Inc.** representative for details. PPD shipment based on single destination. **RuB Inc.** will ship best way unless of specific agreement with customer at time of order concerning timing, special routing instructions, or specific carrier.

ORDER ACCEPTANCE

All orders are subject to acceptance by **RuB Inc.** List prices, terms and conditions of sale, and products are subject to change without notice. Any item may be modified or discontinued without notice. Minimum acceptable net order value is \$250. All orders should be sent to purchaseorder@rubinc.com.

ORDER QUANTITIES

Unless otherwise agreed in writing by **RuB Inc.**, orders must be in multiples of full box quantities as published in the price book. Orders for "broken" box quantities will be invoiced with a non-refundable "broken box" service fee of US \$30.00 per line item.

ORDER CANCELLATION

Order cancellations or modifications must reach **RuB Inc.** in writing and become valid only if acknowledged in writing by **RuB Inc.** If an order has been placed and staged for delivery, customer must pay 15% restocking fee.

SHORTAGES OR VARIANCE

Claims of shortage or variance due to mis-shipment or damage en route must be reported in writing to **RuB Inc.** within 5 working days of delivery/receipt of goods. Broken/damaged packages shall be notified in writing immediately to courier's driver and documented with pictures sent to **RuB Inc.** along with claim.

RETURNED GOODS

Customer may return material for reasons other than material defect within 6 months of purchase order date. **RuB Inc.** will issue a Return Material Authorization only for goods in marketable condition and in original packaging. Customer will be credited, against future orders, value of returned material less 15% restocking fee, and any applicable freight charges.

PERFORMANCE GUARANTEE

RuB Inc. guarantees to the original purchaser that its original non-modified products will perform at rated capacity as stated in **RuB's** catalog only when

(1) properly applied, installed, serviced, and used in accordance with **RuB Inc.** Installation, Maintenance and Operating Instructions or, if no such instructions are available, prevailing industry standards, as revised from time to time, and

(2) used in environments as specified or as limited by the Installation, Maintenance and Operating Instructions or the **RuB** catalog.

If **RuB Inc.** products are part of a greater system, **RuB Inc.** accepts responsibility only for the products manufactured by it. **RuB INC. PRODUCTS MUST BE APPLIED, INSTALLED, SERVICED, AND USED IN ACCORDANCE WITH RuB INC. INSTALLATION, MAINTENANCE AND OPERATING INSTRUCTIONS OR, IF NO SUCH INSTRUCTIONS ARE AVAILABLE, PREVAILING INDUSTRY STANDARDS,** as revised from time to time. Failure of the purchaser to apply, install, service and use **RuB Inc.** products in accordance with relevant instructions or prevailing industry standards, as applicable, will void this performance guarantee.

THE FOREGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF RuB INC. PRODUCTS.

The foregoing warranty is void if the customer fails to apply, install, service and use **RuB Inc.** products in accordance with relevant instructions or prevailing industry standards, as applicable, or if any modification is made to the warranted products by or for the customer subsequent the dispatch of the products from **RuB**. The customer indemnifies and holds **RuB Inc.** harmless from all claims or causes of action arising from any and all customer modifications, even though groundless, as well as from any damage suffered by **RuB Inc.** arising in whole or in part from such modification. If customer modifies and resells **RuB Inc.** products, customer agrees to inform end-user that **RuB Inc.** makes no express or implied warranties regarding such modification(s). The foregoing warranty is also void in the event that product failure results from acts or omissions of persons other than **RuB Inc.**, or from accident or abuse, misuse or misapplication of the products.

Most **RuB Inc.** products are covered by a LIMITED LIFE-TIME WARRANTY to be free of defects in materials and workmanship, with exception of a few products covered for a period of five (5) or two (2) years after date of manufacture. Please refer to the specific product and specific certificate of warranty to see which warranty applies and relevant details and conditions of such warranty.

DISCLAIMER

Except as expressly set forth herein, **RuB Inc.** makes no representation and extends no warranties of any kind, either express or implied, including any warranties of quality, merchantability, title, or fitness for any particular purpose, whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing.

LIMITATIONS OF LIABILITY

In no event shall **RuB Inc.**, or its affiliates, officers, directors, employees, agents or attorneys, be liable for any CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OF **RuB INC. PRODUCTS** regardless of liability, breach of warranties, failure of essential purpose or otherwise, even if advised of the possibility of such damages.

AGREEMENT OF SALE

No agreement of sale shall be in effect until **RuB Inc.** forwards to the customer an invoice detailing the customer's purchase of **RuB Inc.** products. Any agreement of sale hereunder shall be deemed to take place in the State of Minnesota (**RuB Inc.** headquarters) and shall be subject to the terms and conditions of sales set forth herein. These terms and conditions shall supersede any and all terms and conditions of sale of any customer purchase order. In case of discrepancy between any term in this document and the quote, the latter shall prevail. Unless otherwise stated, any undated reference to a code or standard shall be interpreted as referring to the latest edition.

GOVERNING LAW

The terms and conditions of sale set forth herein shall be governed by, and construed and enforced in accordance with the laws of the State of Minnesota (without regard to conflicts of law principles for such state). Each customer, by entering into an agreement of sale hereunder, irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Minnesota and of the United States of America, for any claim arising out of or relating in any manner (whether in contract, tort or otherwise) to such agreement of sale (and agrees not to commence any claim relating thereto except in such courts).

POTABLE WATER BRASS VALVES

For LOCALITIES that require "LEAD FREE" (0.25% or less Pb) brass valves for potable water applications, **RuB Inc.** offers specific models certified to NSF/ANSI 61-G and/ or NSF/ANSI 372. These products are identified as such on the handle. **RuB Inc. PRODUCTS, WHICH ARE NOT IDENTIFIED AS COMPLIANT WITH ABOVE SPECIFICATIONS ARE NOT TO BE USED IN DRINKING WATER SYSTEMS.** **RuB Inc.** cannot accept responsibility for mis-application of PRODUCTS TO DRINKING WATER SYSTEMS.

CALIFORNIA PROPOSITION 65

FOR BRASS VALVES SOLD IN CALIFORNIA: ⚠️ WARNING: Brass valves can expose you to chemicals including lead which are known to the state of California to cause cancer and birth defects or other reproductive harms. For more information: www.P65Warnings.ca.gov.

MAJOR FORCE

In no event shall **RuB Inc.** be responsible or liable for any failure or delay in performance of its obligation arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: explosions, floods, fires, storms or earthquakes, epidemics, pandemics, war or threat of war, sabotage, insurrection, shortage of raw materials, refusal or impediment of any authority to issue any license or authorization for import and export, strikes or labor disputes, prohibitions and other events that in any way prevent **RuB Inc.** from purchasing or importing raw materials and / or components or the production, transport or export of the Products. In such cases, customer will have the possibility to cancel the open orders, if the cause of force majeure continues for a period of more than six months, without any other right to claim any compensations or damages.