



VALVES & ACTUATORS

RuB, Inc.

4401 Dean Lakes Blvd. - Shakopee, MN 55379-2715

Tel: +1 (952) 857 1114 - Fax: +1 (952) 857 1118

www.rubinc.com - sales@rubinc.com

RuB Inc. TERMS & CONDITIONS OF SALES

PAYMENT TERMS

Standard terms are pay in advance unless customer is approved for credit terms in which case terms would be Net 30 days 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.

First order for custom products: In case of custom products, lead time for first production batch to ramp up will be longer (please refer to custom product quote for additional details) than with standard products as it may include engineering work, construction of tools and equipment, and getting the approvals for any required certifications. Orders for custom products require a blanket purchase order. The customer will need to formally approve the drawings and prepay for engineering, tools, and certification costs prior to start the counting of the lead time. Lead time refers to when the product will be ready in our manufacturing facility in Italy, therefore, transit time is additional to the lead time. **RuB Inc.** accepts no responsibility for costs, fees, or any penalty whatsoever for late delivery.

ORDER ACCEPTANCE

All orders, whether based on a **RuB Inc.** proposal or **RuB Inc.** catalog, are subject to acceptance by **RuB Inc.** An order is not accepted until **RuB Inc.** provides customer with an order acknowledgment. List prices, terms and conditions of sale, and products are subject to change without notice. Any item may be modified or discontinued without notice. Product certifications, specific sampling or production inspections, material tracking documents, certificates of origin and other documentation not expressly identified in our offer, may be requested by customer during the order phase; **RuB Inc.** reserves the right to make these documents, sampling and/or inspections available at a charge; the details of their availability and cost thereof will be communicated upon order acceptance.

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.

For Custom products, customer agrees to buy from **RuB Inc.** all products and/or components specifically made, including work-in-progress (WIP).

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 customer (customer cannot assign or otherwise transfer the performance guarantee to a third-party) that its original non-modified products will perform at rated capacity as stated in **RuB's** catalog only when:

- (1) the product is 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) the product is used in environments as specified or as limited by the Installation, Maintenance and Operating Instructions or the **RuB Inc.** 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 customer 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.

WARRANTY

RuB Inc. endeavours to provide the best quality and performance of its products and guarantees conformity to the sales contract with its customer. **RuB Inc.** must be notified immediately, and however no later than eight (8) calendar days (from delivery in case of evident defects or from discovery in case of latent defects) of any non-compliance, with return pending written authorization from **RuB Inc.**, the defective product along with copy of the box label and detailing the reasons for the claim. In case of malfunctions and/or breaks during operation, detailed information about the exact location of the product in the system shall be supplied together with data on the media passing through the product. In such situations, it is also imperative to document status of the product and of the environment surrounding with detailed quality pictures. **RuB Inc.** reserves the right at its sole discretion to a) replace product that fail through a defect in material or workmanship, or b) to credit customer relevant price.

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

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CERTIFIED

ISO 9001-2015

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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. The foregoing warranty is void if the customer fails to comply with the obligations provided for by the applicable laws and regulations including export control, and all applicable international economic sanctions. 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.

Weights, dimensions, performance, overall features and characteristics, prices and other data in catalogues, fliers, datasheets, forms, newsletters, advertisements, pictures, list prices, or other **RuB** Inc. documents, as well as samples, prototypes or models provided or published by **RuB** Inc., give approximate data. Such information does not commit **RuB** Inc. except if expressly confirmed in writing in a formal quotation, an order acknowledgement or a specific declaration released by an **RuB** Inc. official.

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.

RuB Inc. reserves the following rights:

- Review quote when this was previously released on theoretical data (i.e. weight of new parts),
- Amend quote in case raw material cost and/or exchange rate vary from those originally used,
- Update at any time its Price List giving written notice to customers,
- Reject orders.

CONFORMITY CLAUSE

RuB Inc. will not be liable if transfer of goods or funds are prevented by the authorities in compliance with the obligations provided for by export regulations, both national and European, including the Regulation EU 821/2021 (concerning control of exports, transfer, brokering and transit of dual-use items) and subsequent amendments and/or by the customer's national regulations and/or export control regulations of third countries including USA. **RuB** Inc. will not be liable if transfer of goods or funds are prevented by the authorities in compliance with the applicable international economic sanctions. **RuB** Inc. is entitled to provide the authorities with any information required to demonstrate that it is not involved in any illegal operation with purposes contrary to the aforesaid regulations. Customer declares that itself and its affiliates comply with the obligations provided for by export regulations, both national and European, the Regulation EU 821/2021 and subsequent amendments and/or by the customer's national regulations and/or export control regulations of third countries including USA. Customer declares that itself and its affiliates comply with the obligations provided for by all applicable international economic sanctions. Customer shall indemnify and hold **RuB** Inc. fully harmless against any liability arising from the breach of the aforesaid.

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.

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