



*Tigre USA, Inc.
2315 Beloit Avenue
Janesville, WI 53546
Phone: 608.754.4554
Fax: 608.554.4625
www.Tigreusa.com*

TIGRE USA INC. TERMS AND CONDITIONS

1. **General Conditions.** All product ("Product") orders are subject to these Terms and Conditions of Sale (the "Terms"). The Terms will apply to all current and future Product purchases by Buyer from Tigre USA Inc. ("TIGRE") unless expressly stated otherwise in a written document signed by TIGRE and Buyer. These Terms constitute the entire agreement of the parties regarding the subject Product orders and, as such, supersede all prior negotiations, discussions, understandings, customs and courses of dealing and trade between Buyer and TIGRE. TIGRE expressly objects to any additions, deletions or differences in the Terms set forth herein, whether or not any such additions, deletions or differences materially alter the terms of the purchase order or other document applicable to Buyer's purchase of the Products.
2. **Orders & Pricing.** All Product orders are subject to, and expressly conditioned upon, acceptance in writing by TIGRE at its principal office in Janesville, WI. Upon receipt of a Product order, TIGRE shall accept it by sending Buyer written confirmation of TIGRE's acceptance of the Product order within two (2) business days of the receipt of the Product order. A Product order is deemed rejected if not accepted by TIGRE in the two-day period. All prices quoted by TIGRE are subject to change without notice up to time of shipment. TIGRE shall be entitled to increase the price quoted or accepted by TIGRE if there is an adverse change in exchange rates or an increase in the cost of materials, component parts, labor or transportation after the date of quotation or acceptance of the Product order by TIGRE and before delivery. TIGRE reserves the right to charge back to Buyer costs incurred from Product order cancellations or changes, and to consider additions as separate orders.
3. **Taxes and Other Charges.** In addition to the prices contained herein, Buyer shall pay to TIGRE all sales, use and other taxes and governmental charges, if any, arising from Buyer's purchase of the Product from TIGRE and/or the manufacture, sale, ownership and/or use of the Product by Buyer. If applicable, Buyer shall provide TIGRE with a tax exemption or direct pay certificate acceptable to the applicable taxing authority. Unless expressly agreed otherwise in writing by TIGRE, if TIGRE prepays any freight, insurance, custom or import duties, landing or delivery charges, or any other charge in connection with shipment and delivery of the Product to Buyer, then any such charges shall be charged to Buyer's account.
4. **Seller's Use of Other Suppliers.** Buyer acknowledges that, in fulfilling any Product order, TIGRE in its sole discretion (a) may manufacture part or all of the specified Product, (b) may purchase part or all of the Product from a third party and/or (c) may order the manufacture of part or all of the Product from another manufacturer.
5. **Insurance/Risk of Loss.** Unless standard TIGRE freight prepayment qualifications are met or as otherwise agreed in advance in writing by TIGRE, transportation expenses shall be paid by Buyer. The risk of loss or damage to products in transit shall fall upon Buyer (whose responsibility it shall be to file claims with carrier at delivery to Buyer at Buyer's premises). Buyer shall, at its own cost, insure all ordered Product, in TIGRE's name, against such risks as a prudent owner of the Product would insure for at their full insurable value.
6. **Delivery.** Unless otherwise stated by TIGRE, Product is shipped F.O.B. shipping point only; and all loss, damage and delay in transit are at the risk of Buyer. Where delivery is arranged by TIGRE, TIGRE has the right to determine the means of delivery. Unless expressly provided otherwise in writing by TIGRE, any dates and/or times quoted by TIGRE for the delivery of any Product or the performance of any services are estimates and TIGRE will not be held responsible for any delay. Buyer's receipt of Product or acceptance of services shall constitute a waiver of any claim for delay.
7. **Imports.** If any of the Product is imported into any other country, the contract shall be subject to INCOTERMS 2000.
8. **Buyer's Examination, Testing & Acceptance of Product.** Upon receipt of the Product, Buyer shall have a reasonable period of time (not to exceed 48 hours) after receipt of the Product to complete its inspection and testing of the Product and to notify TIGRE in writing of any errors in shipment or suspected defect in the Product. TIGRE shall not be responsible for shipping errors reported more than 48 hours after receipt of material. TIGRE shall not be responsible for shipment shortages that are signed for as clear. Buyer bears the sole responsibility to test and approve the Product and ensure full and complete compliance with all applicable federal, state and local laws, rules and regulations. If any Product is damaged (whether by transit or otherwise) or otherwise defective, Buyer shall notify TIGRE in writing of the particulars regarding the defects within the forty-eight (48) hour review period. Buyer shall be deemed to have accepted all Product supplied by TIGRE as being of the description, quality and quantity ordered unless Buyer notifies TIGRE in writing of the particulars regarding any defects as specified herein. If any defective Product is rejected by Buyer, TIGRE shall, at its option, repair or otherwise remedy the defect or direct Buyer to return the Product in accordance with the return Product procedure set forth in sections 9-10 below. Buyer shall immediately respond to any requests by TIGRE for additional information regarding the alleged defects.
9. **Return Policy.** No merchandise can be returned without TIGRE's prior written authorization. Approval of product returns is at TIGRE's discretion. TIGRE has no obligation to allow Buyer to return any Product that conforms to the terms of Buyer's order as accepted by TIGRE. Product returns are subject to all of the terms and





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conditions set forth in sections 10 and 11 below.

- 10. Return Authorization.** In order to return Product pursuant to section 9 or receive warranty service pursuant to sections 13 and 14, Buyer must obtain a Return Authorization by contacting TIGRE in writing by one of the following methods:

MAIL: Tigre USA, Inc.
2315 Beloit Ave.
Janesville, WI 53546
FAX: (608) 554-4625
EMAIL: customerservice@tigre.com

- 11. Return Terms & Conditions.** All product returns and warranty claims are subject to the following general terms and conditions:

Return Authorization requests must reference TIGRE's order number, invoice number or the Buyer's P.O. number.

TIGRE reserves the right, in its sole and absolute discretion, to deny, void or cancel a Return Authorization request for any reason at any time.

A Return Authorization is valid only for 60 days after its issuance by TIGRE.

All Product returns are subject to inspection and acceptance by TIGRE at its discretion. In order to be accepted by TIGRE, all returned Product must be in original condition and the return must have been within 90 days of the original delivery date of the Product to Buyer.

TIGRE will only supply Product credit for a Product return or warranty claim. Issuance of a Return Authorization does not authorize the Buyer to deduct the value of the returned item. If a return is authorized and accepted by TIGRE, credit will be issued at the price charged, or the prevailing price at the time the Product is returned to TIGRE, if lower, less restocking and handling charges

imposed by TIGRE. **Buyer will be charged 25% of the applicable return price for product restocking.**

Any product that is specially manufactured or purchased to Buyer's specifications is not considered normal stock and cannot be returned, except in case of a warranty defect.

- 12. Payment Terms.** Payment terms are 2% 30 days, net 45 days, Payments shall be made without discount in United States currency. If TIGRE has not received full payment of any amount due within the designated time period, then TIGRE, in addition to any other remedies available to TIGRE, may charge Buyer a late fee equal to five percent (5%) of the past due amount owed by Buyer. In addition, Buyer agrees that all invoices unpaid, in whole or in part, will be subject to interest charge of 1-1/2% per month (18% annual rate). Except where prohibited by law, TIGRE may recover reasonable attorneys' fees incurred by TIGRE as a result of a default by Buyer on its obligations hereunder. TIGRE reserves the right, among other remedies, either to terminate an accepted order or suspend further deliveries upon failure of Buyer to make timely payment(s) or accept shipment(s) as scheduled. If the financial ability of the Buyer or any guarantor shall, in the judgment of TIGRE, become impaired at any time, TIGRE may refuse to make shipments hereunder unless Buyer makes timely payment or provides security satisfactory to TIGRE.

- 13. Warranty.** TIGRE hereby expressly warrants that the Product sold to Buyer shall (i) be furnished in accordance with the provisions of the applicable Purchase Order, and (ii) be subject to TIGRE's Limited Product Warranty in existence at the time the Product are delivered to Buyer by TIGRE. A copy of TIGRE's Limited Product Warranty can be obtained at TIGRE'S website,

Said Warranty is incorporated herein as though fully set forth. When TIGRE manufactures any Product to Buyer's specifications, TIGRE does not warrant said Product or that the Product will achieve the results intended by Buyer.

- 14. Warranty Claims.** If Buyer believes there is a warranty defect with Products sold to Buyer by TIGRE, Buyer shall (i) notify TIGRE of such defect in writing within 48 hours of discovery of the defect, (ii) cooperate fully with TIGRE's investigation of the alleged warranty defect and (iii) comply in full with the terms set forth in TIGRE's Limited Product Warranty and set forth herein. All claims for property or other damage are subject to the following additional terms and procedure:

TIGRE should be contacted in writing directly following the damage, and in no case later than 48 hours after the date of the alleged claim or failure and before any remediation or alteration of the loss site has been started. Any notice beyond this time frame or after work has taken place to repair or change the loss site will materially affect TIGRE's ability to adjudicate the claim and will void the claim.

The Product involved in the claim and/or its installation should not be modified before review by TIGRE. Alteration of the allegedly defective Product or installation materially affects TIGRE's ability to establish fault and voids the claim.

Upon submitting the claim according to this procedure and timing, claimant will receive a Return Authorization number from TIGRE.

Following receipt of the Return Authorization number, claimant should submit a formal report of the claim, including the date of the installation, a description of the problem and damage, pictures and video of the product and





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damage (if possible) and the Product (if available). This information should be sent to the address set forth in section 10 at claimant's expense. TIGRE will not receive or process a claim without a Return Authorization number.

TIGRE will contact claimant with next steps, which may include a visit from a site investigator or other representatives of TIGRE, as TIGRE reserves the right to investigate all alleged loss sites.

15. LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, TIGRE'S LIABILITY WITH RESPECT TO THE PRODUCTS IS STRICTLY LIMITED TO THE REPLACEMENT OF PRODUCTS OR A CREDIT AS HEREIN SPECIFIED AND TIGRE SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED, OTHER COSTS RESULTING FROM LABOR CHARGES, DELAYS, VANDALISM, NEGLIGENCE, FOULING CAUSED BY FOREIGN MATERIAL, CHEMICAL OR ANY OTHER CIRCUMSTANCES OVER WHICH TIGRE HAS NO CONTROL.

16. Additional Limitations and Indemnifications.

a) Except as otherwise provided in these Terms and Conditions of Sale, in TIGRE's most recent published Limited Product Warranty or by applicable law, TIGRE shall have no liability, whether in contract, tort or otherwise, for (i) any alleged defects in Products provided by TIGRE to Buyer, or (ii) for any injury, damage or loss Buyer or any person claiming through Buyer may suffer or incur that arises from or relates to any

allegedly defective Product or any work done in connection therewith.

b) Notwithstanding any other provisions of these Terms and Conditions of Sale to the contrary, TIGRE shall not be liable to Buyer, whether in contract or tort (including negligence) or under any other legal theory, for exemplary or punitive damages or any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense), including, without limitation, any economic loss or damage, any expense, and any loss of business, profits or revenue, goodwill, anticipated savings, operation time or contracts.

c) With respect to any Product manufactured in accordance with Buyer's specifications, Buyer shall indemnify TIGRE against any damages, losses, liabilities, costs, or other expenses, including attorneys' fees, that TIGRE may incur, including without limitation any amounts that TIGRE may pay or owe to any third party that has manufactured such goods, which arise from or relate to any claim that the Product infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party.

d) All Product is supplied in accordance with the normal industry standards applicable to them, and TIGRE shall not be liable to Buyer for the condition or quality of Product which comply with these standards.

e) Buyer expressly acknowledges and agrees that (i) TIGRE is not liable for any advice given by TIGRE's agents or employees regarding the suitability for any purpose of Product supplied by TIGRE, and (ii) Buyer bears full and sole responsibility for the selection of any Product to be supplied and any services to be performed by TIGRE to achieve Buyer's purposes.

f) Buyer expressly acknowledges and agrees that certain water conditions, atmospheric conditions, soil conditions and other environmental conditions exist that are aggressive, corrosive and/or otherwise damaging to certain materials commonly used in the plumbing industry, including but not limited to PVC plastics, and that TIGRE is not responsible for any defects, damage or liability resulting from the use or installation of its products in areas where such adverse conditions exist. TIGRE's Limited Product Warranty shall not apply to any defects or failures that are caused by or the result of such adverse water, atmospheric, soil or other environmental conditions. Buyer further acknowledges and agrees that TIGRE cannot know, control or assume responsibility for the end use of its Products or the location where they are used or installed or for any potential damage or liability resulting from the installation, design or manufacture of its products that are used or installed in locations with adverse water, atmospheric, soil and other environmental conditions. It is an end user's (including Buyer) responsibility to know the conditions, specifications, common use and installation practices and liabilities into and around which TIGRE's products will be used or installed.

g) Buyer expressly acknowledges and agrees that (i) certain States, municipalities or other legal jurisdictions have rules, laws, ordinances, regulations and/or provisions that govern the acceptability of certain materials commonly used in the plumbing industry and related industries, (ii) TIGRE cannot know or control the end use or location for the products it sells regardless of whether or not TIGRE's products are offered and sold in said jurisdictions, (iii) it is the Buyer's responsibility to know the locations, installations, specifications, applications and liabilities, including legal liabilities, related to the use of TIGRE's Products, and (iv) TIGRE





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is not responsible for any liability or potential liability that arises out of such installations.

17. Security Interest. Except where prohibited by law, Buyer hereby grants to TIGRE a security interest in all Products sold to Buyer until payment in full is received by TIGRE. Title shall remain with TIGRE until paid in full. Buyer agrees that until Buyer has paid for the Product in full, Buyer will store the Product separately from other goods and will not sell or transfer ownership except in the ordinary course of business. If Buyer defaults on payment for the Product, TIGRE may exercise all rights and remedies of a secured party under the Uniform Commercial Code in addition to any other remedies allowed by law.

18. Force majeure. TIGRE shall not be liable for any attorney's fees and other expenses attributable to delay in performance or non-performance by TIGRE caused by circumstances beyond the direct control of TIGRE including, but not limited to, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental actions, laws, ordinances, rules and regulations, whether valid or invalid, (including but not limited to priorities, requisitions, allocations and price adjustment restrictions, and inability to obtain material, equipment or transportation). In such event or circumstance, TIGRE shall have the right to extend the delivery date by the amount of any such delay caused by such events or circumstances, reduce the quantity to be delivered hereunder during the period of such delay and/or cancel the applicable Product order(s).

19. Bankruptcy/Insolvency. In the event of any voluntary or involuntary bankruptcy, receivership, insolvency or reorganization proceedings involving Buyer or its property, or the assignment of all or substantially all of the assets of Buyer for the benefit of creditors, TIGRE may terminate its obligations hereunder by giving written

notice of such termination which shall become effective upon the giving of such notice.

20. Product Information. Unless expressly provided otherwise in writing by TIGRE, all specifications, drawings and particulars of weights, dimensions and performance characteristics submitted by TIGRE are only approximations, and all descriptions and illustrations contained in catalogues, price lists and other written material are intended merely to present a general idea of the goods described therein and none of these shall be deemed representations or warranties regarding any Product.

21. Intellectual Property Rights. All drawings, illustrations, specifications, and other product materials relating to TIGRE Products are and shall remain the exclusive property of TIGRE, regardless of whether the product materials were provided directly by TIGRE. Buyer agrees not to appropriate, copy, use or disclose to third parties any of TIGRE's proprietary trade secrets, such as plans, specifications, drawings, samples, tools, dies, models or manuals except upon written permission from TIGRE. Upon request by TIGRE, Buyer shall return all proprietary documents and Product information to TIGRE. Buyer shall not file for patent, trademark, service mark or copyright protection for any of TIGRE's Products, drawings, specifications or other Product materials. Notwithstanding anything contained herein to the contrary, Buyer shall not be required to keep confidential any information which (i) is in the public domain at the time of its disclosure to Buyer by TIGRE; (ii) has become known to Buyer by disclosure from a third party who has a lawful right to disclose the information; (iii) is independently developed by Buyer prior to disclosure to Buyer by TIGRE without the use of TIGRE's proprietary information; (iv) subsequently enters the public domain through no fault of Buyer; or (v) is legally disclosed because of a subpoena or as a part of or pursuant to a legal or administrative proceeding. If Buyer is requested or required

to disclose any of TIGRE's proprietary information by a subpoena, or in connection with a legal proceeding, Buyer shall provide TIGRE with prompt written notice of any such request or requirement. Buyer represents and warrants that, with respect to any Product manufactured in accordance with Buyer's specifications, those specifications do not infringe any patent, copyright, trademark, trade secret rights or other intellectual property right of any third party, and Buyer agrees to indemnify, defend and hold TIGRE harmless against any and all costs arising out of or related to such infringement claims including attorneys' fees and costs as set forth in section 16.

22. Buyer Information & Credit Inquires. Buyer shall notify TIGRE immediately in writing of any change in buyer's contact information, change in ownership or change in business organization. Buyer authorizes TIGRE to investigate and to obtain and exchange information regarding Buyer, including information regarding Buyer's creditworthiness, as deemed necessary by TIGRE from time to time. Specifically, Buyer authorizes TIGRE or its lenders or attorneys to contact any of Buyer's credit references for the purposes of (i) verifying any of the credit information given to TIGRE by Buyer and (ii) soliciting any additional information that TIGRE or its lenders or attorneys may deem to be necessary to fully evaluate the credit worthiness of Buyer. Buyer further authorizes TIGRE and its lenders and attorneys to obtain and use credit profiles and other credit information from national credit bureaus for the purpose of evaluating the credit worthiness of Buyer and thereafter for the purpose of updating, renewing, extending and collecting Buyer's accounts with TIGRE. Buyer hereby authorizes and directs its lenders and other financial institutions to provide the requested credit





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information to TIGRE or any of its lenders or attorneys.

23. **Miscellaneous.** TIGRE's waiver of a breach by Buyer of any provision of these Terms shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. If any provision of these Terms is determined to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions of these Terms. These Terms and Buyer's rights hereunder shall not be assigned by Buyer without the prior written consent of TIGRE, and any unauthorized assignment by Buyer shall be void. These Terms and the underlying Product order(s) shall be binding upon and inure to the benefit of TIGRE and Buyer and their respective successors and permitted assigns. The validity, interpretation and performance of the parties hereunder shall be governed by the laws of the State of Wisconsin without reference to any conflict of law principles thereof and without regard to the U.N. Convention on Contracts for the International Sale of Goods. Buyer and TIGRE expressly agree that the US District Court for the Western District of Wisconsin or in the Circuit Court of Rock County Wisconsin shall have exclusive jurisdiction over any and all disputes between TIGRE and Buyer with regard to the Terms and/or the performance of the parties hereunder.

NO FORCE OR EFFECT WHATSOEVER AND THESE TERMS AND CONDITIONS SHALL GOVERN THE SALE OF PRODUCT SOLD TO BUYER NOTWITHSTANDING THAT A PURCHASE ORDER OR A DOCUMENT USED IN A SALE CONTAINS TERMS IN CONTRADICTION OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY BE AMENDED OR MODIFIED ONLY BY A WRITTEN INSTRUMENT SEPARATELY SIGNED BY BUYER AND TIGRE. NO AGENT, SALESPERSON, OR DISTRIBUTOR HAS ANY AUTHORITY TO OBLIGATE TIGRE BY ANY TERMS, STIPULATIONS OR CONDITIONS NOT HEREIN EXPRESSED.

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24. THESE TERMS AND CONDITIONS CONTAIN THE ENTIRE PROVISIONS GOVERNING THE PURCHASE OF PRODUCTS BY BUYER FROM TIGRE. ANY ADDITIONAL, DIFFERENT, OR INCONSISTENT TERM OR CONDITION CONTAINED IN ANY FORM OF PURCHASE ORDER, NOTICE, ACCEPTANCE, OR CONFIRMATION USED BY BUYER OR SUBMITTED BY BUYER TO TIGRE IN CONNECTION WITH THE PURCHASE OF ANY MATERIALS FROM TIGRE WILL BE OF

