ACCESSION OF YOUR ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO OUR CONDITIONS OF SALE BELOW, AND WE AGREE TO FURNISH THE GOODS DESCRIBED IN YOUR ORDER ONLY UPON THESE CONDITIONS.  AMTROL reserves the right to make deliveries in installments, unless otherwise specified in the contract for sale; and all claims for shortage in number, weight, or content of the goods delivered shall be made within thirty (30) days after the date of delivery, or such other time as may be mutually agreed upon by the parties, with written notice of any alleged deficiency delivered to AMTROL at its place of business.  Any claim not so made is hereby waived.

8. Acceptance. The goods shall be deemed accepted by the Purchaser unless notice of defect, shortages and variances is received within thirty (30) days of delivery.  Acceptance shall not be implied by payment and use of the products.  Nonconformity of any part of the goods shall not affect the validity of acceptance of any other part thereof, and any acceptance of part of the goods shall not be deemed an acceptance of the remainder.  Acceptance of the goods referenced herein represents and warrants to AMTROL that Purchaser has otherwise assented to the terms and conditions hereof.

10. Credit for Returned Goods. Goods may not be returned for credit unless AMTROL has agreed to accept the return in writing.  Where returns are accepted, a minimum deduction of 25% or $25, whichever is greater, will be made for re-handling.  All transportation costs for Goods must be paid by the Purchaser.  In any event, only salable Goods of standard manufacture may be returned for credit.

14. Limitation of Actions. No action, suit or other legal proceeding may be brought in connection with the transactions contemplated by these General Terms and Conditions unless it is commenced within one year after delivery of the Goods in issue.

AMTROL INC. (“AMTROL”) GENERAL TERMS AND CONDITIONS OF DOMESTIC SALES

Any description of the products, whether in writing or made orally by AMTROL or AMTROL’s agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser’s inquiries, is not intended to be an express warranty.  Any suggestions by AMTROL or AMTROL’s agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed in writing by AMTROL.

CANCELLATION OF ORDERS. After AMTROL’s Acknowledgment of Order has been issued, an order may be modified or canceled only upon written agreement by AMTROL.

1. Price. The prices of the Goods are those specified on the face of this Acknowledgment.  All federal, state and local taxes and other governmental charges now and hereafter levied upon the sale, lease or use of the Goods will be charged to and paid by the Purchaser.

2. Terms of Payment. Payment shall be due thirty (30) days after the date of the invoice unless otherwise specified on the front of this form.  All late payments may be charged a service charge computed on a daily basis from the due date until paid in full at the rate of 1 1/2% per month or the maximum rate permitted by law, whichever is less.

3. Freight and Shipping Terms. Delivery of the Goods shall be made F.O.B. point of shipment, unless otherwise specified on the front of this form.  Delivery will be deemed complete unless written notice claiming otherwise is received within thirty (30) days of receipt of the Goods.  In case of loss or damage in transit, the carrier shall be the party responsible for the Goods, and Purchaser’s claim against the carrier for loss or damage should be made at once.

4. Credit Approval. Purchaser’s Insolvency. Purchaser’s orders are accepted subject to credit investigation and approval. In the event of any proceedings, voluntary or involuntary, under any chapter of the Bankruptcy Code, state receivership law, or other form of insolvency proceeding with respect to the Purchaser, the inability of the Purchaser to meet its debts as they become due, the appointment of an assignee for the benefit of Purchaser’s creditors, or the breach by the Purchaser of any term of this Acknowledgment, then AMTROL shall be entitled, at its option, to cancel any unfilled part of this order and terminate this agreement and under any other contract with the Purchaser, and stop goods in transit, all without liability.

5. Product and Packaging Changes. AMTROL reserves the right to make reasonable changes of any kind without notice.

6. Delivery and Force Majeure. Shipping dates are based upon receipt of all necessary information. AMTROL reserves the right to make delivery in installments, unless otherwise specified in the contract for sale, and all claims for shortage in number, weight or content of the goods delivered shall be made within thirty (30) days after the date of delivery, or such other time as may be mutually agreed upon by the parties, with written notice of any alleged deficiency delivered to AMTROL at its place of business.  Any claim not so made is hereby waived.

7. Warranties. AMTROL Inc.’s current published warranties in effect at the time of shipment for the particular products purchased shall apply.  If Purchaser is buying products for resale Purchaser agrees that it will not provide any warranties other than the equivalent to AMTROL’s current published warranty for the Product and will make a term of resale of all the same limitations of liability and limitations of warranties contained in AMTROL’s current published warranty.  If you have a current copy or need additional copies of the warranty applicable to your order, contact Customer Service at 800-426-8765 or visit www.amtrol.com.  THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES.  HOWEVER, IF AMTROL’S AGENTS, SPECIFICATIONS, SAMPLES, LITERATURE, MODELS, BULLETINS, DRAWINGS, DIAGRAMS, ENGINEERING SHEETS OR SIMILAR MATERIALS USED IN CONNECTION WITH PURCHASER’S INQUIRIES, ARE NOT INTENDED TO BE AN EXPRESS WARRANTY.  ANY SUGGESTIONS BY AMTROL OR AMTROL’S AGENTS REGARDING USE, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS CONFIRMED IN WRITING BY AMTROL.

11. Patents, Trademarks and Copyrights. AMTROL will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of AMTROL’s patents, trademarks, or copyrights relating to any products manufactured and furnished by AMTROL hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser’s business and provided Purchaser (a) promptly notifies AMTROL of such alleged infringement and (b) immediately upon receipt of any notice in writing of any such suit and transmit to AMTROL immediately upon receipt all processes and papers served upon Purchaser and permit AMTROL through its counsel, either in the name of Purchaser or in the name of AMTROL, to defend the action.  In connection with any suit to which the Purchaser is a party, if any attorneys’ fees and costs of defense and indemnity are incurred by Purchaser as a result of any claim of patent, trademark, copyright or trade secret infringement, AMTROL shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund to Purchaser, at Purchaser’s option, the purchase price paid for the products.  Notwithstanding the foregoing, AMTROL shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods manufactured or furnished by Purchaser.  AMTROL is not responsible for any damages incurred by Purchaser as a result of any claim of patent, trademark, copyright or trade secret infringement, or of any other proprietary rights of third parties.

12. EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF LIABILITY. AMTROL’s liability with respect to breaches of warranty shall be limited to the narrower of (a) the contract price, or (b) the cost of products delivered.  AMTROL’s liability shall in no event exceed the contract price.  AMTROL SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY AMTROL OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND MOLD.  All the limitations and disclaimers contained in this paragraph and in the rest of this contract shall apply to claims of Purchaser’s customers or any third party asserted against Purchaser against AMTROL for indemnity or contribution, as well as to direct claims of Purchaser against AMTROL.

13. Compliance with Federal Law. AMTROL complies with all applicable provisions of federal law, including any applicable law relating to discrimination in employment.  Acceptance of the goods referenced herein represents and warrants to AMTROL that (i) neither you nor any of your affiliates, owners, officers, managers or principals (ii) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorist (66 Fed. Reg. 40079 (2001)), (ii) engages in any dealings or transactions prohibited under any other U.S. Department of Treasury’s Office of Foreign Assets Control regulation or executive order.

14. LIMITATION OF ACTIONS. No action, suit or other legal proceeding may be brought in connection with the transactions contemplated by these General Terms and Conditions unless it is commenced within one year after delivery of the Goods in issue.

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ACCEPTANCE OF YOUR ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO OUR CONDITIONS OF SALE BELOW, AND WE AGREE TO FURNISH THE GOODS DESCRIBED IN YOUR ORDER ONLY UPON THESE CONDITIONS. AMTROL hereby objects to any additional or different provisions contained in any purchase order or other communications from Purchaser as material alterations and notice of rejection of any of them is hereby given. Purchaser will be deemed to have assented to AMTROL’s terms and conditions when: (a) Purchaser signs and delivers to AMTROL an acknowledgment copy of any of AMTROL’s order acknowledgement or invoice forms; or (b) when Purchaser has received delivery of the whole or any part of the goods described on the front of this form (the “goods” or “Products”) or (c) when Purchaser has otherwise assented to the terms and conditions hereof.

The parties agree that this agreement and all notices and documents entered into pursuant hereto be in written and English language. Les parties exigent que la présente convention et tous les avis et documents donnés en vertu de la présente convention soient rédigés en anglais.

THIS CONTRACT AND THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN AMTROL AND PURCHASER, AND SHALL BE GOVERNED BY AND SHALL BE CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO.

1. Price. The prices of the goods are those specified on the face of this Acknowledgment. All federal, provincial and local taxes and other governmental charges now and hereafter levied upon the production, sale, use or shipment of the goods will be charged to and paid by the Purchaser.

2. Terms of Payment. Payment shall be due thirty (30) days after the date of this invoice unless otherwise specified on the front of this form. All late payments may be charged a service charge computed on a daily basis from the due date until paid in full at the rate of 1 ½ % per month or the maximum rate permitted by law, whichever is less.

3. Freight and Shipping Terms. Delivery of the goods shall be made F.O.B. point of shipment, unless otherwise specified on the front of this form. Delivery will be deemed complete unless written notice claiming otherwise is received within thirty (30) days of receipt of shipment and risk of loss or damage to the goods will pass to the Purchaser upon delivery to the carrier. Delivery to the initial carrier shall constitute delivery in good order to such carrier. Purchaser should examine the shipment at its arrival to ascertain if in good order. If any shortage or damages are encountered, before signing. Purchaser should request the transportation agent to enter a full description on the express bill. No shortage claims will be considered if shipment is signed for as complete by Purchaser or by Purchaser’s agents, unless otherwise specified in writing by the Purchaser to which AMTROL has agreed. In no event shall AMTROL be liable for any delay in delivery, nor shall the carrier be deemed an agent of AMTROL. All weights are approximate.

4. Credit Approval, Purchaser’s Insolvency. Purchaser’s orders are accepted subject to credit investigation. In the event of any foreclosed proceedings, voluntary or involuntary, under the Bankruptcy and Insolvency Act, or other form of insolvency proceeding with respect to the Purchaser, the inability of the Purchaser to meet its debts as they become due, the appointment of a receiver or trustee in respect of a majority of Purchaser’s assets, or the breach by Purchaser of any term of this Acknowledgment, AMTROL may be entitled, at its option, to cancel any unfulfilled part of this order.

5. Product and Packaging Changes. AMTROL reserves the right to make reasonable changes in the design and/or contents.

6. Delivery and Force Majeure. Shipping dates are based upon receipt of all necessary information. AMTROL reserves the right to make delivery in installments, unless otherwise stipulated in the contract for sale; and all such information, when separately invoiced, shall be paid for when due per invoice, without regard for subsequent deliveries. Delay in delivery of any installation shall not relieve Purchaser of its obligations to accept remaining deliveries. Claims for shortages or other errors must be made in writing to AMTROL within thirty (30) days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance, acknowledged full shipment and a waiver of all such claims by Purchaser. No shortage claims will be considered if shipment is signed for as complete by Purchaser. Neither of the parties will be liable for a failure to perform its obligations hereunder (excluding, however, obligations to pay money) caused by: strikes or other labour disturbances; inability to obtain equipment, parts, materials or supplies; acts of governmental or of agencies thereof; fire; storms; floods or other natural disasters; machinery breakdowns, failure of utilities; war; embargoes; civil disturbances; acts of God; or any other cause not reasonably within the control of the affected party and not the result of its fault. In the event of product or supply shortages, AMTROL reserves the right to allocate equitably, taking into account contractual commitments.

7. Warranties. AMTROL’s current published warranties in effect at the time of shipment for the particular products purchased shall apply. If you are not sure you have a current copy or need additional copies of the warranty applicable to your order, contact Customer Services at 800-256-3185 or visit www.amtrol.com. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY STATUTORY CONDITION OR WARRANTY, EXPRESS OR IMPLIED AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY OR SUITABILITY FOR THE PARTICULAR PURPOSE (except warranties of title).

Any description of the products, whether in writing or made orally by AMTROL or AMTROL’s agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser’s order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by AMTROL or AMTROL’s agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by AMTROL.

The sole remedy of Purchaser for breach of AMTROL’s warranties shall be the replacement of any of the goods or parts or at AMTROL’s option, issuance of a credit to Purchaser, in either case within a reasonable time after Purchaser proves to AMTROL that a defect is involved.

8. Acceptance. The goods shall be deemed accepted by the Purchaser unless notice of defect, shortages and variances is received within thirty (30) days of shipping thereof, and that time shall be extended for ship notice.

9. Cancellation of Orders. After AMTROL’s Acknowledgment of Order has been issued, an order may be modified or canceled only upon written agreement by AMTROL.

10. Credit for Returned Goods. Goods may not be returned for credit unless AMTROL has agreed to accept the return in writing. Where returns are accepted, a minimum deduction of 25% or $25, whichever is greater, will be made for re-handling. All transportation costs must be paid by Purchaser. In any event, only salable goods of standard manufacture may be returned for credit.

11. Patents, Trademarks and Copyrights. AMTROL will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any Canadian patent, trademark, or copyright relating to any products manufactured by AMTROL hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser’s business and provided Purchaser shall have made all payments then due hereunder and shall give AMTROL immediate notice in writing of any such suit and transmit to AMTROL immediately upon receipt all processes, papers, pleadings, and other information, assistance and authority to enable AMTROL to do so. If such products are in suit held in and of themselves to infringe any valid Canadian patent, trademark or copyright, then: (a) AMTROL will pay any final award or damages in such suit attributable to such infringement, and (b) if in such suit such products by AMTROL is permanently enjoined by reason of such infringement, AMTROL shall, at its own expense and at its sole option either (i) procure for Purchaser the right to continue using the products, (ii) modify such products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products.

Notwithstanding the foregoing, AMTROL shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination of process and apparatus claims. In the event of the use of the combination of the goods and other materials not furnished by AMTROL. The foregoing states the entire liability of AMTROL for infringement, and in no event shall AMTROL be liable for special, indirect, incidental or consequential damages attributable to an infringement.

As to any products furnished by AMTROL to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the sale or resale by Purchaser of products sold hereunder, AMTROL shall not be liable and Purchaser shall indemnify AMTROL and hold AMTROL harmless from and against any and all liability, damage, claim or expense that may be levied against AMTROL or any of its officers, customers or other property attributable to such infringement, and in no event shall AMTROL be liable for and against AMTROL.

12. EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY. AMTROL’s liability with respect to breaches of warranty shall be limited as specified in Section 9 hereof. Unless otherwise specified in writing by Purchaser, AMTROL’s liability shall in no event exceed the purchase price of the good in question. AMTROL SHALL BE LIABLE TO PURCHASER ONLY AS EXPRESSLY PROVIDED IN THESE GENERAL TERMS AND CONDITIONS OF SALE AND SHALL HAVE NO OTHER OBLIGATION, DUTY OR LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY AMTROL, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. AMTROL SHALL NOT BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND MOLD. All limitations and disclaimers contained in this paragraph and in the rest of this Agreement shall apply to claims not arising from breach of warranty against AMTROL for indemnity or contribution, as well as to direct claims of Purchaser against AMTROL.

13. Compliance with Federal Law. AMTROL complies with all applicable provisions of federal law, including any applicable law relating to discrimination in employment. All goods referred to in this order are sold subject to the conditions set forth by AMTROL that neither you nor any of your affiliates, owners, officers, managers or principals (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is a person on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control or the U.S. Department of State.

14. Limitation of Actions. No action, suit or other legal proceeding may be brought in connection with the transactions contemplated by these General Terms and Conditions unless it is commenced within one year after delivery of the goods in issue.

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AMTROL CANADA LTD. (“AMTROL”) GENERAL TERMS AND CONDITIONS OF SALES
ACCEPTANCE OF YOUR ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF SALE BELOW. YAMTROL INC. (“AMTROL”) GENERAL TERMS AND CONDITIONS OF INTERNATIONAL SALES

1. Price. The prices of the Goods are those specified on the face of this Acknowledgment. Prices for deliveries are firm for the agreed period. Prices for deliveries understood to be Ex Works (“E/W”) are as defined in INCOTERMS 2000. They include export packing in accordance with AMTROL’s general practices. Any custom duties, charges, fees, taxes, etc. imposed outside the United States on AMTROL and/or its staff shall be borne and paid directly and promptly by the Purchaser.

2. Payment. Payment of all sums due under this Contract shall be made in accordance with the Terms of Payment, if any, agreed in writing; and all such installments, when separately invoiced, shall be paid for when due. Delay in delivery of any installment shall not delay the delivery of any other installment(s).

3. Terms of Payment. Payments are to be made in United States dollars, net of any deductions required by applicable laws or regulations, unless otherwise agreed in writing. Late payment of any part of the amount due hereunder shall entitle AMTROL to charge interest at the rate of 1 1/2% per month or the maximum rate permitted by law, whichever is less.

4. Freight and Shipping Terms. Delivery of all Product sold hereunder will be made Ex Works (“E/W”) as defined in INCOTERMS 2000. The carrier shall be selected by AMTROL. The carrier shall be responsible for any loss or damage to the Goods from the time of delivery to the Purchaser to the carrier. The Purchaser shall pay the costs and charges of transportation and insurance, if any, of the Goods to the Purchaser. AMTROL reserves the right to make delivery in installments, unless otherwise expressly agreed in writing.

5. Credit Approval, Purchaser’s Insolvency. Purchaser’s orders are accepted subject to credit approval. If any payment is overdue, any claim against Purchaser may be compromised, suspended, or paid in any manner or manner, including but not limited to compromise, settlement, or bankruptcy, without any liability.

6. Product and Packaging Changes. AMTROL reserves the right to make reasonable changes in any manner or manner, including but not limited to compromise, settlement, or bankruptcy, without any liability.

7. Delivery and Force Majeure. Shipping dates are based upon receipt of all necessary material and equipment and upon no demands for service or delivery. All instructions to AMTROL to expedite or delay delivery shall be made in writing. No shortage claims will be considered if shipment is signed for as complete or if shortages and variances are received within fifteen (15) days of shipping thereof and the Goods are returned to AMTROL within sixty (60) days of shipping.

8. Warranties. AMTROL Inc.’s current published warranties in effect at the time of shipment of the particular products purchased shall apply. If Purchaser is buying products for resale Purchaser agrees that it will not provide any warranties other than the equivalent to AMTROL’s current published warranty for the particular products purchased. AMTROL warrants to Purchaser, for the period of one year from the date of delivery to Purchaser, that the Goods are free from defects in material and workmanship and will perform substantially in accordance with the specifications contained in the Acknowledgment. AMTROL further warrants that the Goods will conform to the Acknowledgment and will be fit for the purpose for which the Goods are intended. AMTROL’s agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by AMTROL.

9. Acceptance. The Goods shall be deemed accepted by the Purchaser unless notice of defect, non-conformity, shortage, or variance is given to AMTROL within fifteen (15) days of delivery or shipment thereof and the Goods are returned to AMTROL within sixty (60) days of delivery.

10. Cancellation of Orders. After AMTROL’s Acknowledgment of Order has been issued, an order may be modified or canceled only upon written agreement by AMTROL.

11. Credit for Returned Goods. Goods may not be returned for credit unless AMTROL has agreed to accept the return in writing. Where returns are accepted, a minimum deduction of 25% of S/C, Freight and handling charges will be made for each returned Product. AMTROL reserves the right to refuse any returned Product. In any event, only salable Goods of standard manufacture may be returned for credit.

12. Patents, Trademarks and Copyrights. AMTROL will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark, or copyright relating to any products manufactured and furnished by AMTROL hereunder at the time of sale in the Purchaser’s country, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser’s business and provided Purchaser shall have given written notice of the alleged infringement to AMTROL and given AMTROL prompt and complete information as to the nature of such infringement. AMTROL will, at its own expense and at its sole option, either (a) procure for the Purchaser the right to continue using the products, (b) modify the products to make them non-infringing, or (c) replace the products with non-infringing goods, or refund the purchase price and the transportation paid by Purchaser for the products.

13. EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY. AMTROL’s liability with respect to breaches of warranty shall be limited as provided in Section 8 herein. In the event that Purchaser has not been notified of such breaches of warranty, AMTROL’s liability shall in no event exceed the contract price. AMTROL SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OTHER OBLIGATIONS WHATSOEVER ARISING FROM TORT, WHETHER PREVIOUSLY KNOWN OR HEREAFTER TO BE DISCOVERED AND INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND MOLD. All the limitations and disclaimers contained in this paragraph and in the rest of this contract shall apply to claims of Purchaser’s customers or any third party asserted by Purchaser against AMTROL for indemnity or contribution, as well as to direct claims of Purchaser against AMTROL.

14. Assignment. AMTROL reserves the right to assign any or all of its rights and obligations under the Contract to a subsidiary or an affiliated company of AMTROL, in which event AMTROL shall notify the Purchaser in writing and will remain liable as guarantor of the performance of the obligations thus assigned.

15. Interpretation. The validity, construction, and performance of the Contract, shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, United States of America, specifically including the provisions of the Uniform Commercial Code as adopted in that state, and excluding (a) the provisions of the United Nations Convention on the International Sale of Goods and (b) the laws of Rhode Island with respect to choice or conflicts of laws.

16. Licenses and Permits. Purchaser shall be responsible for all payments and dealings with the regulatory agencies in Purchaser’s country including, but not limited to, obtaining and maintaining the required government authorizations, licenses, import requirements and permits for AMTROL to carry out its obligations under the Contract.

17. Arbitration. Any differences of opinion arising between the parties out of or in connection with the purchase or its implementation shall be settled amicably. Should this, contrary to expectations, prove impossible, they shall be finally decided upon, without any liability.

18. Arbitration. Any differences of opinion arising between the parties out of or in connection with the purchase or its implementation shall be settled amicably. Should this, contrary to expectations, prove impossible, they shall be finally decided upon, without any liability.

19. Compliance with United States Federal Law. AMTROL complies with all applicable provisions relating to discrimination in employment. The acceptance of the goods referenced herein represents and warrants to AMTROL that neither you nor any of your affiliates, officers, agents or subcontractors, or persons dealing with the Goods in connection with such transactions contemplated by these General Terms and Conditions unless it is commenced within one year after delivery of the Goods in issue.