ACCEPTANCE OF YOUR ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR SPECIFICATION OF THE GOODS SPECIFIED ON THE FRONT OF THIS FORM TO BE FURNISHED UNDER THIS ORDER. 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 communication from Purchaser as material alterations and notice of rejection 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 quotations, order and acknowledgment 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.

THIS CONTRACT AND THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN AMTROL AND PURCHASER, AND SHALL BE GOVERNED IN ALL RESPECTS SHALL BE CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF RHODE ISLAND.

1. Price. The prices of the Goods are those specified on the face of this acknowledgment, which are subject to change by AMTROL 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 the invoice, unless otherwise specified on the face of this acknowledgment, and at AMTROL's discretion, Purchaser 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. Purchaser will be responsible for inspecting the goods upon delivery and shall have the right to return the goods to Purchaser upon delivery to Purchaser. All transportation charges will be borne by Purchaser. If the Goods are not claimed by Purchaser in a reasonable time after delivery, Purchaser will be responsible for the storage of the Goods at Purchaser's expense, if any. AMTROL reserves the right to make delivery in installments, unless otherwise expressly prohibited in the contract for sale.

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, defer delivery shipment hereunder and under any other contract with the Purchaser, and stop goods in transit, all without any liability.

5. Risk of Loss and Insurance. 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 expressly prohibited in the contract for sale, and all such separate invoices, shall be paid for when due per invoice, without regard for subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. Claims for shortages or other errors must be made 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. The carrier will be selected by AMTROL in the absence of carrier's objection or instructions.

7. Warranties. AMTROL Inc.'s current published warranties in effect at the time of shipment to 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 sale to all of the same limitations of liability and limitations of warranties contained herein and in AMTROL's current published warranties. If you are not sure 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 FOLLOWING WARRANTIES EXTEND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title). This exclusive remedy shall not be deemed to have failed its essential purpose so long as AMTROL is willing and able to replace defective parts or products or at its option issue a credit to Purchaser or supply a replacement part or product within a reasonable time after Purchaser proves to AMTROL that a defect is involved; pursuant to the terms of the applicable warranties.

Any description of the products, whether in writing or made orally by AMTROL or AMTROL's representatives, or specifications, 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.

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. Any Goods returned to AMTROL within sixty (60) days of shipping, but not before the expiration of said thirty (30) days from the date of shipping, shall be accepted by AMTROL at a restocking fee of 25% for the purchase price of such returned goods, unless such defects, shortages and variances are the result of Purchaser's misuse or abuse.

9. Cancellation of Orders. Order cancellations require written approval from AMTROL and must be requested within 3 days of the Order Acknowledgment date.

10. Credit for Returned Goods. Goods may not be returned for credit unless AMTROL has agreed to return the credit in writing. Requests must be made within 30 days of the shipping date. Where return authorization is given, a minimum restocking fee of 25% or $25, whichever is greater, will be applied. All freight costs for Goods must be paid by the Purchaser. Only saleable Goods of standard manufacture will be considered for credit. The remainder of any such suits 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, if such alleged infringement consists of the use of, production, sale, or offer for sale of the Goods or of any article, compound, mixture or composition which includes any of said products. AMTROL will, at its own expense, defend Purchaser or any party entitled to the benefit of Purchaser's credit, 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, defer delivery shipment hereunder and under any other contract with the Purchaser, and stop goods in transit, all without any liability.

11. Patents, Trademarks and Copyrights. All weights are approximate. AMTROL reserves the right to make delivery in installments, unless otherwise expressly prohibited in the contract for sale; and all such information, when furnished by Purchaser or any claim of contributory infringement result from the use 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 loss, liability, damage, claim or expense (including but not limited to AMTROL's reasonable attorneys' fees) in respect of claims of infringement of any claim of patent, trademark, copyright or trade secret infringements, or infringements of any other proprietary rights of third parties.

12. Exclusion of Consequential Damages; Other Liability Disclaimer. AMTROL's liability to Purchaser, or any third party, is limited as provided in Section 7 hereof. With respect to other breaches of this contract, AMTROL's liability shall not 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 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, 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 to 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 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 09/23/2001 Blocking Property and Prohibiting Transactions With Persons Who Commit Threats of 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 (ii) is a person on the list of Specified Designated Nationals and others blocked persons maintained by the U.S. Department of the 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.
ACCEPTANCE OF YOUR ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ACCEPTANCE TO OUR TERMS AND CONDITIONS BELOW AND YOUR AGREEMENT TO FURNISHING 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 unless the same is in writing in French or English language. Les parties exigent que la présente convention soit rédigée en français ou 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 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. For its protection, 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 shortages are not communicated to AMTROL in the absence of specific instructions 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 and approval. In the event of any 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 the Purchaser of any term of this Acknowledgment, then AMTROL shall be entitled, in the absence of specific instructions 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.

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 expressly stipulated in the contract for sale; and all such information, when separately invoiced, shall be paid for and delivered within thirty (30) days after receipt of same. If the Purchaser fails to accept delivery of any installment 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: (i) strikes or other labor disturbances; inability to obtain equipment, parts, materials or supplies; acts of government or of agencies thereof; fires; 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 800-256-3188 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 OF WARRANTY, EXPRESS OR IMPLIED AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of life).

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 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 defective materials. In the event of a breach of the express warranty, the Purchaser may return the 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 the goods are returned to AMTROL within sixty (60) days of shipping.

9. Cancellation of Orders. Order cancellations require written approval from AMTROL and must be requested within 3 days of the Order Acknowledgement date.

10. Credit for Returned Goods. Goods may not be returned for credit unless AMTROL has acknowledged their return in writing that must be made within 30 days of ship date. Where return authorization is given, a minimum restocking fee of 25% or $25, whichever is greater, will be applied. All freight costs for Goods must be paid by the Purchaser. Only saleable Goods of standard manufacture will be considered for credit.

11. Patents, Trademarks and Copyrights. AMTROL will, at its own expense, defend any suits that may be instituted by any person against Purchaser for infringement of any Canadian patent, trademark, or copyright relating to any products manufactured or 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 shall have made all payments when due to AMTROL, and shall give AMTROL immediate notice 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 same and give all needed information, assistance and authority to enable AMTROL to do so. If such products are in such suit held in and of themselves to infringe any valid Canadian patent, trademark or copyright, then: (a) AMTROL shall at its expense either of damaging the products covered by such infringement, and (b) Purchaser’s rights under such suit of such use of such products by Purchaser 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 the 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 patents covering the use of the products in combination with other goods or 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 by Purchaser or any claim for breach of the implied warranties of merchantability and fitness, Purchaser shall be liable to AMTROL and shall indemnify AMTROL, to defend the same and give all needed information, assistance and authority to enable AMTROL to do so. If such products are held in and of themselves to infringe any valid Canadian patent, trademark or copyright, then: (a) AMTROL shall at its expense either of damaging the products covered by such infringement, and (b) Purchaser’s rights under such suit of such use of such products by Purchaser 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 the 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.

12. 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 7 hereof. With respect to other breaches of this contract, AMTROL’s liability shall be no in event exceed the purchase price of the good in question. AMTROL SHALL NOT 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 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.

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 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 violating Section 2, or (iii) is a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions 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.
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. If these terms are not acceptable, you should notify us at once. AMTROL hereby sets forth the terms and conditions of purchase order or other communication from Purchaser. All material alterations and notice of rejection of them is hereby given. Purchaser will be deemed to have assented to AMTROL’s terms and conditions when (a) Purchaser’s outstanding invoices are paid in full, at the rate of 1 1/2% per month or the maximum rate permitted by law, whichever is less.

2. Taxes. Purchaser will pay any taxes or similar government charges imposed by any taxing authority in Purchaser’s country with respect to this Contract or the subject matter hereof. Any such taxes paid by AMTROL will be reimbursed by Purchaser upon presentation of an invoice. If Purchaser is required to pay tax on the contract or any part of the contract, Purchaser will increase the amount of such payments so that the amount, net of withholding tax, is equal to the Contract value.

3. Terms of Payment. Payments are to be effected in United States of America currency, net, without any deduction to AMTROL’s account in the United States of America. 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 interest at the rate of 1 1/2% per month until paid in full at the rate of 1 1/2% per month or the maximum rate permitted by law, whichever is less.

4. Freight & Shipping Terms. All Product sold hereunder shall be Ex Works (“EXW”) as defined in INCOTERMS 2000, unless otherwise agreed. For its protection, Purchaser shall examine the shipment at its arrival to ascertain if in good order. If any shortage or damages are found, Purchaser should notify our forwarder of the condition right away. In event of damages notified within fifteen (15) days after delivery, claims will be considered if shipment is furnished for as complete by Purchaser. The carrier will be selected by AMTROL. The specific instructions by the Purchaser or any documents or instructions of Purchaser requesting particular handling will be at Purchaser’s expense. If any event shall AMTROL be liable for any delay in delivery, nor shall the carrier be deemed an agent of AMTROL. All weights are approximate. All documents hereunder shall be subject to the export control laws and regulations of the USA and any and all other regulations. Purchaser agrees that it shall not make any disposition of USA-origin Goods purchased from AMTROL, by way of transshipment, reexport, diversion or otherwise, other than in and to the ultimate country of destination of the Goods as the country of ultimate destination on AMTROL’s invoices, except as said laws and regulations may permit.

5. 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 U.S. Bankruptcy Code, state receivership law, or other form of insolvency proceeding or similar laws of Purchaser’s country 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 the Purchaser’s creditors or the breach by the Purchaser of any of these General Terms and Conditions, then AMTROL shall be entitled, at its option, to cancel any unfilled part of this order, deliver shipment hereunder and under any other contract with Purchaser, and stop goods in transit, all without any liability.

6. Product and Packaging Changes. AMTROL reserves the right to make reasonable changes of any part of the products referenced herein without notice without regard for subsequent deliveries. Delay in delivery of any installment 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 fifteen (15) days after delivery. Claims for defects in the products being delivered 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 furnished for as complete by Purchaser. Neither of the parties will be liable for failure to perform its obligations hereunder (excluding, however, obligations to pay money) caused by: strikes or other labor disturbances; inability to obtain equipment, parts, materials or supplies; acts of governments or of agencies thereof; fires, storms, floods or other natural disasters; machinery breakdowns; failure of utilities; war, embargo, 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 or negligence. AMTROL reserves the right to allocate equitably, taking into account contractual commitments.

8. 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. Purchaser shall be responsible for all liability and limitations of warranties contained herein and in AMTROL’s current published warranties. If you are not sure you have current warranty information, please call AMTROL Customer Service at 800-426-8765 or visit www.amtrol.com. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title). This exclusive remedy shall not be deemed to have failed its essential purpose so long as AMTROL is willing and able to replace defective parts and/or products within a reasonable time after Purchaser proves to AMTROL that a defect is involved in pursuant to the terms of the applicable warranties.

Any description of the products, whether in writing or made orally by AMTROL, or AMTROL’s agents, specifications, samples, diagrams, drawings, claims, calculations, data and other 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.

9. Acceptance. The Goods shall be deemed accepted by the Purchaser unless notice of defect, shortage or variance is received within fifteen (15) days of shipping date and the Goods are returned to AMTROL within sixty (60) days of shipping.

10. Cancellation of Orders. Order cancellations require written approval from AMTROL and must be requested within 3 days of the Order Acknowledgement date.

11. Credit for Returned Goods. Goods may not be returned for credit unless AMTROL has agreed to accept the return in writing. Requests must be made within 30 days of ship date. Where return of products is agreed to, credit for returned goods will be based on the original invoice price, less any restocking fee of 25% or 25%, whichever is greater, will be applied. All freight costs for Goods must be paid by the Purchaser. Only saleable Goods of standard manufacture will be considered for credit.

12. Patents, Trademarks and Copyrights. AMTROL will, at its own expense, defend any suit that may be instituted by anyone against Purchaser for alleged infringement of any USA patent, trademark, or copyright relating to any products manufactured and furnished by AMTROL hereat 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 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 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 same and give all needed information, assistance and authority to enable AMTROL to do so. If such products are in such suit held in and of themselves to infringe any valid USA patent, trademark or copyright corresponding to such patent, trademark or copyright in Purchaser’s country in force at such time, then: (a) AMTROL will pay any final award of damages attributable to such infringement, and (b) if in such suit such use of such products by Purchaser is permanently enjoined by reason of infringement, AMTROL, at its option, will either accept the return in writing. Requests must be made within 30 days of shipping date. Where return of products is agreed to, credit for returned goods will be based on the original invoice price, less any restocking fee of 25% or 25%, whichever is greater, will be applied. All freight costs for Goods must be paid by the Purchaser. Only saleable Goods of standard manufacture will be considered for credit.