

Bobrick Washroom Equipment, Inc.

STANDARD TERMS AND CONDITIONS OF SALE

Applicable to all orders for Bobrick goods or services sold by, Bobrick Washroom Equipment, Inc., or any subsidiary thereof.

1. Applicability of Commercial Code. This is a purchase and sale between merchants and the California Commercial Code and Incoterms 2010 rules govern this transaction as provided herein.
2. Contingencies. Bobrick is not liable for any failure to make delivery of the goods which are the subject of a customer's order that are caused by circumstances beyond its control which makes such performance commercially impracticable including, but not limited to, acts of God, fire, flood, war, civil unrest, terrorist act, governmental action, accident, labor difficulties, shortages or inability to obtain material, equipment or transportation. In the event Bobrick is so excused from making delivery of such goods, either party may terminate the contract and the customer will, at its expense and risk, return any goods previously shipped to the place of shipment by Bobrick.
3. Risk of Loss. All shipments by Bobrick are made Free Carrier (FCA) at Bobrick's premises as the named place of delivery, Incoterms (2010) rules, whether or not freight charges are prepaid and allowed or prepaid and charged to the Customer. The risk of lost shifts to the Customer at the time of delivery to the named motor carrier. The Customer shall have the exclusive responsibility to make all claims against the motor carrier. Bobrick shall use commercially reasonable efforts to assist Customer with claims against the motor carrier.
4. Sales and Other Taxes. In California, Colorado, Florida, Georgia, New York, Oklahoma and Tennessee, sales taxes, if applicable, shall be added to the invoice price covering the customer's purchase in question. In all other jurisdictions, state or local sales or use taxes, if applicable, shall be paid by the customer. In all locations, all applicable federal manufacturer's or other taxes shall be added to the customer's invoice covering the goods which are the subject of the transaction.
5. Insurance. For parcel post shipments, a fee equivalent to insurance charges will be included in the amount added for delivery charges unless the customer's purchase orders states that shipment is not to be insured by Bobrick. Customers are advised to promptly notify Bobrick in the case of goods damaged or lost in transit so that Bobrick may file the necessary tracer or complaint and help to prosecute the customer's claim against the shipper.
6. Terms of Sale. Unless otherwise agreed to by Bobrick, all monies due Bobrick for sales of goods are due net 30 days from the date of invoice. If, in Bobrick's opinion, extension of credit for the amount involved is not warranted at the time of shipment, Bobrick may require the customer to change the method of payment for such goods. All payments are to be made in U.S. dollars. Bobrick reserves the right to subject all goods which are not paid for in a timely manner to a late payment charge of up to 1½ % per month.
7. Prices. Prices stated in Bobrick's published price list and specific quotations are based on Bobrick's cost of labor and material prevailing at the time of issuance. Prices stated in Bobrick's Acknowledgement of Purchase Order are firm for any customer orders that request prompt delivery. Otherwise, if a customer requests definite or indefinite future delivery or if there is a delay in Bobrick's receipt of any approvals that may be required prior to shipment, prices will be subject to escalation to cover Bobrick's cost prevailing at the time of shipment. Any reduction in the quantities shown in the customer's purchase order may result in changes in unit prices of remaining items or cancellation charges to cover Bobrick's expenses and losses incurred. Special orders are not subject to reduction in quantity or cancellation by the customer after fabrication has been started by Bobrick. If this occurs, cancellation charges will apply.

8. Changes in Delivery Requirements. If a customer order indicates that the customer will advise Bobrick subsequently of its delivery requirements or if there is a change in the customer's stated delivery requirements, Bobrick requests that the customer notify it at least 60 days in advance of the intended future shipment date.

9. Bobrick's Warranties. All Bobrick products, under normal usage, are guaranteed to be free from defects in material and workmanship for periods which vary by product type. The specific warranty periods are set forth in the "Product Warranties" section of the company's web site (www.bobrick.com), and are also published in Bobrick's full line catalog. Bobrick's obligation under such warranties is limited to the repair or replacement, at Bobrick's option, of any defective Bobrick product returned by the customer, shipping charges prepaid, to Bobrick's factory within the stated warranty period. Except as hereinabove specifically set forth, it is expressly understood that Bobrick makes no other warranties, express or implied, with respect to any Bobrick products. Bobrick expressly disclaims the implied warranty of merchantability and the implied warranty of fitness for a particular purpose: BOBRICK UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT; BOBRICK ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. If a claim for defective merchandise is found to be valid within the meaning of this warranty, Bobrick will either (1) repair it or (2) replace with an identical unit, or (3) refund the purchase price, at the option of Bobrick. No liability whatsoever shall attach until the product(s) involved have been paid for in full.

10. Limitation on Bobrick's Liability. Under no circumstances shall Bobrick be responsible for any incidental or consequential damages (including lost profits) suffered by the customer, whether or not such incidental or consequential damages are foreseeable by Bobrick. If Bobrick shall be liable to a customer for any matter relating to or arising from any purchase order made hereunder, the aggregate amount of damages recoverable against Bobrick with respect to any and all breaches, performance, non-performance, acts or omissions hereunder shall not exceed the total price actually paid by the customer under such purchase order.

11. Governing Law. The parties agree each purchase order has been entered into in the State of California and all questions with respect to the construction of such purchase order and the rights and liabilities of the parties shall be governed by the laws of the State of California. The parties agree that the exclusive venue and jurisdiction of any dispute, action or conflict arising from or in connection with such purchase order shall be the state and federal courts of Los Angeles, California, USA.

10. Waiver of Jury Trial and Attorneys' Fees and Costs. In the event of a dispute between Bobrick and its customer as to a purchase order placed by such customer with Bobrick, both parties agree to waive a right to trial by jury. The party prevailing in any litigation arising from a dispute between Bobrick and its customer as to an order shall be entitled to recover its reasonable attorneys' fees and costs.

Effective: November 1, 2005
Revised: March 14, 2017