TERMS AND CONDITIONS OF SALE

1. General. These Terms & Conditions of Sale (these "Terms") apply to all sales of products, including products, equipment and parts, or services (together, "Products") sold by Mueller Systems, LLC ("Seller") to any buyer (the "Buyer") order. Seller may change these Terms at any time and any such change will be effective when posted to Seller's website. These Terms may not be amended, supplemented, changed or modified, except by an authorized Seller representative. Seller's Order acknowledgement of Buyer's purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, or similar document.
2. Orders. Buyer's order (each, an "Order") takes place when Seller communicates its acceptance of such Order through Seller's website, facsimile, email, Order acknowledgment. Once accepted by Seller, Buyer may cancel or change an Order only upon Seller's prior written consent. Buyer may request modifications to its Order by a written change request. Seller may, in its sole discretion, accept or deny a written change request to an Order whereupon if it accepts, Seller will advise Buyer of any change to Product pricing or schedule, after which Buyer may issue a revised Order.
3. Prices. The Product price is the then-current price in effect at the time of the Order. Seller reserves the right to change Product pricing at any time, even during the quote period, due to any costs incurred beyond its control, such as tariffs or other sub-tier cost changes. In addition, Seller may increase Product pricing if a shipment is delayed beyond the scheduled shipping date due to Purchaser's delay, and Seller may add to the Product pricing any applicable taxes or excises imposed by any governmental authority. Seller's Product pricing, unless otherwise agreed, does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes.
4. Delivery. All continental domestic U.S. Orders are shipped FOB Seller's premises, full freight allowed, for any net Product minimum Order value of $15,000 or greater; a 3% fee will be applied to any net Order value below these minimums at the time of invoicing. Buyer has 48 hours to add more Product to any accepted Order for the purpose of meeting the minimum value for full freight allowance. An Order that specifies a future shipping date will be shipped on or near the date specified. Any requested change to the shipping date must be made at least 30 days prior to the specified shipping date. In the event Buyer requests a delay or suspension in completion and/or shipment of the Products or any part thereof for any reason, any cost and/or scheduling impact of such delay and all such costs will be assessed to Buyer's account. Any delay period beyond 30 days after the original scheduled shipment date will require Buyer to take title and risk of loss of Products and make arrangements for storage at its cost.
5. Payment. All invoices are due and payable net thirty (30) days from date of invoice. The invoice will be issued the date of Product shipment. Failure to pay a valid invoice shall cause Buyer to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest on the amount due at the maximum legal rate. Any taxes and excises levied by any governmental or municipal authority involving the sale of transportation of Products must be borne by the Buyer. Depending on the value of the order, Seller may, at its sole discretion, require progress payments. If Buyer's financial condition is or becomes unsatisfactory to Seller in Seller's sole discretion, Seller reserves the right to: (a) require payment from Buyer on a cash-in-advance basis; (b) require a letter of credit or other acceptable security before shipment; or (c) cancel shipment at any time prior to delivery of Products without further obligation or liability. All amounts that Buyer owes Seller under an Order will be due and payable according to the terms of the Order. Buyer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Buyer asserts are due it or any of its affiliates under other transactions with Seller or any of its affiliates.
6. Returns. All sales are final; no Product returns will be accepted by Seller.
7. Limited License. For certain technology Products that include software embedded in the Product ("Firmware") Seller grants to Buyer a limited, non-exclusive, non-sublicensable, nontransferable, perpetual, irrevocable license to use and execute the software embedded in the Equipment for its internal business purposes in connection with such Product. Buyer shall not (and shall not permit a third party) to copy, in whole or in part, any Firmware, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Firmware to human-readable form, or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Firmware. Certain technology products are subject to Seller's Software as a Service Agreement, provided separately from these Terms. All rights not expressly provided to Buyer herein are expressly reserved by Seller.
8. Force Majeure. Seller will not be liable for delay in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, pandemics, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of a delay, the date of delivery will be extended for a length of time equal to the period of the delay.
9. Insurance and Indemnity. Buyer shall look exclusively to Buyer's insurer to recover for injuries or damage in the event of any loss or injury and Buyer releases and waives all right of recovery against Seller arising by way of subrogation. Buyer agrees to indemnify, hold harmless and defend Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives, against any and all judgments, losses, damages, expenses, costs, including defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Buyer or Seller in any way related to this Order or the purchased Products, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability, failure to comply with any applicable law, or other allegation of fault. To the extent the aforesaid obligation is prohibited by law, such obligation will automatically, to extent of such prohibition, be null and void and the remainder of such obligation will remain fully enforceable.
10. Limitation of Liability. The remedies set forth herein are exclusive, and the total liability of Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives with respect to this Order or any breach thereof, whether based on

contract warranty, tort, indemnity, strict liability or otherwise, will not exceed the Order price of the specific Products which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Products, Buyers exclusive remedies and Seller's sole liability will be those specifically provided for under the Warranty section of these Terms. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY BUYER OR ANY THIRD PARTY.

11. Warranty. Subject to the Limitation of Liability section in these Terms, Seller warrants that for the duration of the Warranty Period each Product will be free from defects in materials and workmanship under normal use, installation and service conditions, and that the media on which any software is furnished will be free of defects in materials and workmanship under normal use. Additional limitations and the "Warranty Period" for any Product will be as specified in the then-current applicable Limited Warranty statement available on Seller's website at https://www.muellerwaterproducts.com/terms-conditions.
12. Non-Disclosure and Non-Use of Information. Buyer and Seller agree that in connection with this Order and their relationship, each may share Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Order, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Seller shall be authorized to disclose Buyer's Confidential Information to contractors or employees of Seller who have a business need to have access to such information.
13. Trade Compliance. Buyer must comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or other jurisdictions from which Products may be supplied or to which Products may be shipped. In no event will Buyer use, transfer, release, import, export or re-export Products in violation of such applicable laws and/or regulations.
14. Governing Law, Jurisdiction and Venue. The laws of the State of Georgia (without giving effect to conflict of law rules) will govern the construction and enforcement of these Terms and any dispute between the parties. The United Nations Convention on Contracts for the International Sales of Goods will not apply to any Order. The parties agree to submit any disputes arising hereunder to the United States District Court for the Northern District of Georgia or any court of general jurisdiction in the State of Georgia and each party hereby submits to the jurisdiction of such courts and waives any objection that any such court is an inconvenient forum.
15. Compliance with Laws/Ethical Practices. Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business, or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws. In the event Seller has reason to believe that a breach of any of the covenants listed above has occurred or will occur, (a) Seller may withhold further delivery of Products to Buyer until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur, and Seller will not be liable to the undersigned for any claim, losses or damages whatsoever related to its decision to withhold delivery under this provision, and (b) Seller will have the right to audit Buyer in order to satisfy itself that no breach has occurred, and Buyer will cooperate in such audit.
16. Miscellaneous. Buyer will not assign an Order or any portion thereof without Seller's written consent. No suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. Failure by Seller to assert all or any of its rights upon any breach of an Order will not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor will any waiver be implied from the acceptance of any payment of Product or service. No waiver of any right will extend to or affect any other right Seller may possess, nor will such waver extend to any subsequent similar or dissimilar breach. If any portion of these Terms is determined to be illegal, invalid or unenforceable for any reason, then such provision will be deemed stricken for purposes of the dispute in question and all other provisions will remain in full force and effect.

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