

STANDARD TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale appearing below govern the sale of goods and/or services sold or supplied by Pentair Residential Filtration, LLC, Pentair Filtration Solutions, LLC, and Porous Media Corporation, referred to herein as "Seller" while the purchaser is referred to herein as "Buyer". The parties agree that even if these Terms and Conditions of Sale do not accompany every product sold by Seller, these Terms and Conditions of Sale shall govern all sales made by Seller until such time as new terms and conditions are provided by Seller to Buyer.

1. Acceptance. Buyer's order is accepted upon the following terms and conditions. If the terms stated in Buyer's order are inconsistent with these terms, this shall constitute a counteroffer and Buyer shall be deemed to have accepted Seller's terms unless it notifies Seller to the contrary in writing within three (3) days after receiving Seller's acknowledgment. There is a Fifty Dollar (\$50.00) minimum order requirement; orders less than \$50.00 will be charged the minimum \$50.00. No additions to or modifications of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties. These Terms and Conditions constitute the entire agreement between the Seller and Buyer for the purchase and sale of the goods and/or services identified on Seller's acknowledgment of Buyer's purchase order and supercede all other proposals and quotations.

2. Description of Goods. The only specifications that are a part of this Agreement are those written specifications acknowledged in writing by Seller and which Seller has initialed and attached to the applicable acknowledgement of Buyer's purchase order.

3. Cancellation. Cancellation of orders by Buyer can only be made with Seller's prior written consent. If the product is being built to Buyer's specification, Buyer is responsible for all expenses incurred by Seller, including any raw materials and other non-cancelable commitments, or a minimum 25% cancellation charge, whichever is greater. **Domestic orders:** Orders canceled less than 5 days prior to the scheduled delivery date shall be finished and billed at contract price. **Export Orders:** Orders canceled less than 10 days prior to the scheduled delivery date shall be finished and billed at contract price.

4. Quotations and Prices. Orders will be billed at the price in effect at the time of order, unless otherwise specified in the quotation. All orders require a valid customer PO number and written confirmation prior to acceptance by Seller. Quotations are valid for thirty (30) days unless otherwise specified and represent no obligation until the purchase order is acknowledged and accepted by Seller. The price and performance of orders are subject to resource availability and costs within the control of Seller at the time of manufacture. Seller reserves the right to cancel or adjust prices and delivery without notice. Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of and Buyer shall pay the cost of transportation, insurance, taxes (including, without limitation, any sales, use, or similar tax), license fees, customs fees, duties and other charges related thereto. All clerical errors are subject to correction. Any price discrepancy on orders will require a revised PO from Buyer.

5. Payment. Subject to the provisions of Seller's credit policy, payment terms are net 30 days from date of invoice unless otherwise noted on the invoice. Thereafter, interest shall accrue on unpaid amounts at the lesser of the maximum rate allowable under law or at the rate of 1.5% per month. All payments must be made in US funds. Buyer shall be liable for Seller's costs of collection, including, without limitation, reasonable attorneys' fees.

6. Delivery/Shipments and Export Controls. Delivery & Shipment - Shipping date(s) proposed by Seller constitutes only an estimate on the part of Seller. Buyer's PO must specify preferred carrier or order will be shipped via best way, pre-pay and added to the invoice. Delivery of goods to a carrier at Seller's plant or other shipping point shall constitute delivery. Title to goods purchased hereunder, as well as the risk of loss, shall pass to Buyer at the point of delivery to the carrier or other entity specified per Incoterms 2000. Buyer shall make claims for loss or damage to goods while in transit against the carrier. Additional charges will be incurred by Buyer for special processing for export orders and drop shipments outside of the United States of America. To the extent applicable, Buyer agrees to comply with relevant hazardous materials shipping regulations when reselling any good classified as a hazardous material. Seller reserves the right to make partial shipments. Buyer agrees to

comply with all U.S. export controls and regulations and will not sell, ship to, or otherwise involve Seller's goods with any banned country or denied party on any banned list in violation of U.S. export controls and regulations. Buyer shall notify Seller if any goods ordered are intended for use in a military application. If Buyer provides components, molds, or other technology bearing a classification other than EAR-99, Buyer shall notify Seller prior to providing such items.

7. Inspection>Returns. Upon receipt of the goods, Buyer shall promptly and without delay examine the goods as to their condition, quality and quantity. Unless the Buyer notifies Seller in writing to the contrary within eight (8) business days from the date of receipt of the goods, the goods shall be deemed to have been duly received and accepted as to condition, quality and quantity, without apparent damage. Authorization and shipping instructions for the return of any saleable goods must first be obtained from Seller, otherwise return shipments will be refused. The return of goods is limited to no longer than one (1) year from the date of purchase, verified by invoice. Goods built to Buyer's or an end user's specifications and special orders cannot be returned. Transportation charges on returned goods must be pre-paid and are Buyer's responsibility. Goods may be returned for credit only. Returned goods must be carefully packed so as to reach Seller without damage. A 25% restocking charge will be deducted from any credit memorandum issued for returned goods. If goods are returned due to some fault of Seller, full credit will be issued, including whatever transportation costs Buyer may have incurred, provided the return has been authorized by Seller in writing and is in accordance with the packing and shipping instructions provided by Seller.

8. Warranties. Unless otherwise provided in a warranty for the specific product purchased, Seller hereby warrants that all goods purchased hereunder shall be free from material defects in material and workmanship for a period of one (1) year from the date of shipment to Buyer. If within such one-year period, such goods shall be proven to be materially defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced at Seller's sole option. In the event the goods cannot be repaired or replaced, Seller shall issue a credit to Buyer for the purchase price of the defective goods. Such repair, replacement, or refund shall constitute a fulfillment of all liabilities in respect of such goods. The warranty for all goods sold by Seller but manufactured by others shall be the warranty provided by such manufacturer for such goods. Seller shall take all commercially reasonable efforts (other than the payment of money) to provide the manufacturer's warranty to Buyer. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** Seller is not liable for damage to goods, property or persons arising out of the improper installation of such goods; modification, repair or tampering of such goods by anyone other than Seller; misuse of the goods; or utilization of the goods under conditions exceeding specifications for such goods.

9. Limitation of Liability. SELLER SHALL HAVE NO LIABILITY TO ANY PERSON FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION OR LOSS OF USE, REVENUE OR PROFITS, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

10. Tooling. Unless specifically provided in a writing executed by the Seller and the Buyer, any equipment (including, but not limited to, jigs, dies, tools, molds and patterns) made for the manufacture of customer specified goods or products shall be, and remain, the sole property of Seller notwithstanding that Buyer may have been charged for all or part of the cost therefor.

11. Engineering and Design Changes. Seller reserves the right to make design, specification and/or engineering changes to its products without prior notification to Buyer. Title to, and full and unrestricted ownership and right to use all designs, specifications and engineering information provided by Seller shall at all times be and remain vested in Seller.

12. Governing Law. Except where inconsistent with the express provisions of these Terms and Conditions, any contract for the sale of goods and these Terms and Conditions of Sale, shall be governed by the construed in accordance with the Uniform Commercial Code

as adopted in the State of Minnesota. This Agreement shall be deemed to have been made in and shall be construed in accordance with and governed by the laws of the State of Minnesota, without regard to the conflict of law provisions thereof, and shall be subject to the exclusive jurisdiction of the state and federal courts sitting in the State of Wisconsin. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13. Force Majeure. Seller shall not be under obligation or have any liability that may arise out of any delay in its performance or nonperformance caused directly or indirectly by fire, explosion, accidents, strikes, embargoes, floods, epidemics, quarantine restrictions, unusually severe weather, labor shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel power or transportation, or act of God or arising from contingencies, occurrences or causes beyond the reasonable control of Seller. In the event of delay due to any of the foregoing, the estimated shipping date shall be extended for a period equal to the time lost by reason of such delay. Quantities sold hereunder affected by any of the foregoing circumstances may be eliminated without liability, but these Terms and Conditions shall otherwise remain unaffected.

14. Attorney's Fees. In the event either party is required to bring an action in connection with the goods sold under these Terms or Conditions of Sale or any action in connection with collection of amounts due to Seller hereunder, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorneys' fees.