

THE VIKING CORPORATION
Standard Terms and Conditions of Sale

The terms set forth in this form are the sole terms for the sale of goods and services by The Viking Corporation ("Viking"), unless otherwise specifically provided for by Viking in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in the end purchaser's (collectively, the "Buyer") order or acknowledgment or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's submission of a purchase order to Supply Network, Inc. d/b/a Viking SupplyNet, or by Buyer's acceptance of delivery of, or payment for, the goods and services. Any contract made for the sale of goods or services by Viking is expressly conditional on Buyer's assent to the terms stated in this document. Viking objects to any additional or inconsistent terms proposed by Buyer.

1. **Inspection/Acceptance/Return.** Buyer may not return any goods, under warranty claim or otherwise, without first reporting to Viking the reasons for such return and first obtaining and then observing such reasonable instructions as Viking may give in authorizing any return. All returns must be accompanied by a valid Viking RMA (return material authorization). Material accepted for return is subject to a minimum 20% restocking fee, or the standard restocking fee charged by the manufacturer or supplier on returns to them. Returned material must be unused or not installed, in its original packaging, and of current design. Sprinkler heads must be in unopened original packaging. Any returned material not in this condition is subject to additional charges to cover inspection, handling, repackaging, refurbishment, or any other expenses incurred by Viking in accepting the material. Viking may deny credit on returned merchandise not meeting these requirements.
2. **Special Order Items.** Orders for special goods or special painted products may be assessed additional charges and may experience extended lead times. Orders covering special goods and special painted products are not subject to cancellation except by written permission and upon payment for work already performed. Changes to products may result in the loss of listings or approvals.
3. **Non-Stock Goods.** Orders covering non-stock goods and materials are not subject to cancellation or return except by written permission and upon payment for work already performed.
4. **Dimensions and Weights.** Dimensions and weights when shown are approximate.
5. **DISCLAIMER OF WARRANTY.**
 - a. VIKING PRODUCTS ARE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP SOLELY TO ORIGINAL PURCHASERS FROM SUPPLY NETWORK, INC. D/B/A VIKING SUPPLYNET. VIKING AGREES TO REPAIR OR REPLACE, OR TO REFUND THE PURCHASE PRICE OF, VIKING PRODUCTS DEMONSTRATED TO BE DEFECTIVE IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF SHIPMENT, PROVIDED THAT THE ORIGINAL BUYER PROVIDES WRITTEN NOTICE TO VIKING WITHIN THIRTY (30) DAYS FOLLOWING DISCOVERY OF SUCH DEFECT. TO DEMONSTRATE A DEFECT, PRODUCTS MUST BE SENT, ALONG WITH THE WRITTEN NOTICE, TO THE VIKING CORPORATION, ATTENTION: RETURNS DEPT., 210 N. INDUSTRIAL PARK DRIVE, HASTINGS, MICHIGAN 49058. THIS WARRANTY SHALL NOT APPLY, HOWEVER, TO ANY VIKING PRODUCTS WHICH HAVE BEEN REPAIRED OR ALTERED OUTSIDE OF VIKING'S FACTORY, HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE OR ACCIDENTS, HAVE BEEN INCORPORATED AS A PART OR COMPONENT OF A PRODUCT OR SYSTEM MANUFACTURED BY AN ENTITY OTHER THAN VIKING, OR HAVE BEEN USED IN A MANNER CONTRARY TO VIKING'S INSTRUCTIONS OR RECOMMENDATIONS.
 - b. BUYER ACKNOWLEDGES THAT ANY WARRANTY FOR PRODUCTS ACQUIRED BY VIKING THROUGH A THIRD PARTY MANUFACTURER IS LIMITED TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS ACQUIRED. BUYER CONSENTS AND AGREES THAT ALL CLAIMS OF BUYER WITH RESPECT TO THE CONDITION OR PERFORMANCE OF SUCH GOODS SHALL BE MADE DIRECTLY BY BUYER TO SUCH MANUFACTURERS. VIKING HEREBY DISCLAIMS ALL WARRANTIES WITH REGARDS TO SUCH GOODS. IN THE EVENT THAT BUYER HAS SUCH A CLAIM, BUYER SHALL CONTACT MANUFACTURER DIRECTLY.
 - c. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, VIKING EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VIKING NEITHER ASSUMES NOR AUTHORIZES ANY ENTITY TO ASSUME ON ITS BEHALF ANY OTHER OBLIGATION IN CONNECTION WITH ITS PRODUCTS.
6. **Force/Majeure.** Viking and Buyer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Viking impractical: acts of God, governmental actions, terrorist acts, utility interruptions, strikes, riots, fires, war, assertions by third parties of infringement claims, late or non-delivery by suppliers to Viking, and all other contingencies beyond the reasonable control of Viking.
7. **NO CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES WHATSOEVER SHALL VIKING BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER BASED UPON LOST GOODWILL, LOST RESALE PROFITS, LOSS OF USE OF MONEY, WORK STOPPAGE, IMPAIRMENT OF OTHER ASSETS, OR OTHERWISE AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY IN TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE APPLICABLE LAW REQUIRES SUCH LIABILITY.
8. **Governing Law.** Michigan law shall govern all transactions to which these standard terms and conditions apply. Viking and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Kent County, Michigan. Buyer submits to personal jurisdiction in Michigan.
9. **Buyer's Design Responsibility.** Buyer acknowledges that Viking's goods are produced or provided according to Buyer's specifications. Buyer acknowledges that Buyer is not relying on Viking in any way with respect to the suitability of its products or the adequacy of the specifications. Viking has no responsibility for design, engineering, or other advice, regarding any product specifications provided by Buyer. Buyer shall defend, indemnify and hold Viking harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorney fees, incurred by Viking arising out of any claimed design or engineering defect relating to specifications provided by Buyer to Viking.
10. **Indemnification of Viking (General).** Buyer shall indemnify, defend and hold Viking and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Viking or its agents that are caused by any action of Buyer relating to the goods or services sold by Viking to Buyer.
11. **Indemnification of Viking (Patents).** Buyer shall indemnify, defend, and hold Viking and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the goods sold to Buyer, except to the extent that any claim, liability, or expense arises solely from specifications developed by Viking.
12. **Compliance Statement.** Commodities, technologies, or software exported by Viking from the United States are in accordance with Export Administration Regulations. Any export or re-export contrary to U.S. law is prohibited.
13. **Assignment.** Buyer shall not assign its rights or delegate its duties under this document without Viking's prior written consent. Viking may assign to any third party its rights and obligations with respect to Buyer.
14. **Entire Agreement and Amendment.** This document contains all of the terms of the agreement between Viking and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Viking and Buyer. The contract evidenced by this document may be amended only in writing signed by Buyer and an authorized agent of Viking.
15. **Severability.** All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.