

A. TRADE TERMS AND CONDITIONS

1. Trade Prices. (a) This Trade Price Schedule is provided for use by Distributors of Weil-McLain® branded products for WM Technologies, LLC -, (hereinafter "us," our," "we," "WM Technologies LLC" or "WMT") as a listing of our current hydronic products, with suggested trade prices, for use in Distributors resale of such products to its heating-contractor customers ("Contractors"). (b) All trade prices set forth herein supersede all prior price lists and are subject to change or withdrawal without notice. (c) The trade prices set forth herein do not necessarily represent price levels in a Distributors local market, nor do they limit in any way any Distributors right to set its prices for resale to Contractors.

2. Distributor Prices and Orders. (a) Unless otherwise agreed, all written quotations to Distributor for products and any services we may provide (individually and collectively, "Products") shall automatically expire unless an order is received by us within 30 days of the date quoted or as set forth in communications accompanying the issuance of a new Trade Price Schedule. (b) The Minimum Order Value is \$50.00. Orders received by us with a value below the Minimum Order Value will incur a handling charge on the order for the difference. (c) Distributor orders to WMT shall otherwise be subject to Distributor prices, calculated by applying the distributor discounts in effect at the time an order is accepted to the suggested trade prices then in effect ("Distributor Prices"). (d) Any manufacturers' or sales taxes payable under any applicable law on any transaction between us and Distributor are in addition to the Distributor Price. (e) No Distributor order shall result in a contract until it is accepted and acknowledged by us at our offices in Eden, North Carolina. (f) As provided in more detail in Section B.1., neither WM Technologies, LLC nor any affiliate organization shall be bound by any terms on Distributors order forms or other documents that attempt to impose any conditions at variance with these terms and conditions of sale. WM Technologies, LLC expressly rejects and does not agree to any terms and conditions on any language in any order forms or other documents that conflict with these terms and conditions. (g) For additional terms regarding Distributor Prices and orders, see Section B.9.

3. Submittals. Whenever Distributor requests a submittal from us for a specific installation, Distributor must simultaneously submit a purchase order to WMT according to provided instructions. The purchase order may be a "hold for approval" purchase order. If a quotation was previously issued by us for the project and remains in effect, the quotation or quotation number must be included on the purchase order. If the purchase order is a "hold for approval" purchase order, Distributor shall release such purchase order in one of the following ways: (a) by copy of WMT's submittal marked approved by Distributor; (b) by copy of WMT's submittal with changes noted by Distributor; or (c) by Distributor's written release of the purchase order as written. We cannot and do not accept orders that are marked "per specifications."

4. Delivery and Delay.

(a) Subject to the shipping and handling charges in effect at the time of shipment, Products shall be shipped CPT (named place of destination) (Incoterms® 2010). Title and risk of all damage or loss shall transfer to Distributor when delivery is made to the initial carrier. Shipping and handling charges will be determined for each individual order to a single Ship-to location for Products that are released at one time, based on the table below, as may be amended from time to time without notice. No pooling of orders shall be allowed in determining shipping and handling charges.

Individual Order Description (All Product Released at Same Time)	Shipping & Handling Charge Non-Qualifying• Distributors (Per Order/Single Ship-To Location)	Shipping & Handling Charge Qualifying* Distributors (Per Order/Single Ship-To Location)
UPS Eligible (Shipped from Well-McLain facility)	Published UPS Rates	Published UPS Rates
UPS Eligible (Direct Vendor Shipment)	Published UPS Rates	Published UPS Rates
By Ground Shipment Other than UPS		
Net Value up to \$5,000	\$300	\$300
Net Value \$5,000+ to \$15,000	\$400	\$400
Net Value \$15,000+ to \$50,000	\$500	\$500
Net Value \$50,000+ to \$100,000	\$1,000	No Charge
Net Value \$100,000+	\$1,700	No Charge

* Qualifying Distributors as defined in the Distributor Alliance Program

(b) WMT shall not be liable for any expense, loss, damage, or liquidated damages resulting from any delay or failure in shipment or delivery of Products directly or indirectly due to any cause whatsoever beyond its reasonable control, including, without limitation, fire, flood, accidents, inclement weather, or other acts of God; riots, war, embargo, labor stoppages, or thefts; inadequate transportation facilities or transportation delays; shortage of materials or supplies; governmental regulation; or acts or failure to act by Distributor, government, or any other third party not under our direct control

(c) We reserve the right to allocate available production among Distributors in such manner as we in our sole discretion deem necessary or desirable.

(d) We reserve the right to charge appropriate fees for non-standard shipping and handling requests including, without limitation, shipping via flat-bed trailer, low-side trailer, and trailers that include product handling equipment.

(e) For additional terms regarding delivery and delay, see Section B.5.

5. Incorrect Product Shipped or Product Shortage. No claims for Product received at variance from Distributor's order or on shortages in orders will be allowed unless presented to us within ten (10) days after receipt of Products.

6. Damaged Product.

- (a) **Damaged in Transit.** Distributor shall inspect all Products carefully before signing delivery receipts or bills of lading. If the carrier tenders delivery of Product in bad order, Distributor shall require that carrier's agent make a notation of condition on the delivery receipt or bill of lading, thus enabling Distributor to secure payment for transportation claims that it may file against the carrier for the value of damaged Product. No claims on Product damaged in transit will be allowed unless Distributor notifies us of the claim, and presents the claim to the carrier, within ten (10) days after receipt of Product.
- (b) **Concealed Damage.** Any claims on Products received in which concealed damage has occurred must be presented to us within 6 months from the date of shipment from our facility. **No** concealed damage claims will be considered after 6 months from date of shipment. Distributor has an affirmative duty to inspect all goods within this six month window.

7. Returned Goods (Products Ordered Incorrectly).

- (a) We generally do not accept Products returned from Distributor for credit. Distributor shall return no Products without obtaining our specific, prior written consent to the return from our principal offices. Products that are made on special order or are not of current standard manufacture are ineligible for return.
- (b) Distributor shall be responsible for all transportation and insurance costs to return Products approved by us for return, which Products shall be crated or cartoned for protection in transportation and properly marked with a proper returned-Products number. Products not properly identified will be refused and returned to sender at sender's expense. Before any credit is issued, we will inspect any returned Products, and any Products that are damaged or not deemed in our sole discretion to be in saleable condition shall be ineligible for credit. All credit granted shall be subject to a **minimum** deduction of 20% for restocking.
8. **End-User Warranty Administration.** The end-user warranty claim process shall be administered by WMT and Distributor in accordance with WMT's end-user warranty claim administration procedures. Current end-user warranty claim administration procedures are available from Distributor's Weil-McLain® branded product representative or on our website at www.weil-mclain.com.

B. OTHER TERMS AND CONDITIONS

1. **Order Acceptance and Governing Provisions.** ACCEPTANCE OF ANY ORDER FROM DISTRIBUTOR IS CONDITIONED UPON DISTRIBUTOR'S ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE SET FORTH IN THIS CURRENT TRADE PRICE SCHEDULE AND IN WMT'S ORDER ACKNOWLEDGEMENT/STATUS REPORT, INVOICE, MARKETING AND SALES BULLETINS, QUOTATIONS FORMS (THE "STANDARD TERMS") AND DISTRIBUTOR AGREES TO BE BOUND BY AND COMPLY WITH THESE STANDARD TERMS. THESE STANDARD TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN DISTRIBUTOR AND WM TECHNOLOGIES, LLC APPLICABLE TO ANY AND ALL ORDERS FROM DISTRIBUTOR, OTHER THAN THOSE TERMS SPECIFYING THE PRODUCT(S) ORDERED, QUANTITY, DISTRIBUTOR PRICE (CALCULATED IN ACCORDANCE WITH SECTION 2(c)), ESTIMATED DELIVERY DATE, SHIP-TO ADDRESS, AND ANY OTHER ROUTINE TRADE TERM RELEVANT TO A SPECIFIC ORDER (THE "ORDER-SPECIFIC TERMS"), AND NO AMENDMENT OR MODIFICATION OF THE STANDARD TERMS SHALL BE BINDING ON US OR ON THE RELATIONSHIP AND INTERACTION WITH THE PARTIES UNLESS SIGNED IN A WRITING SPECIFICALLY REFERENCING THE CHANGE TO THE INDIVIDUAL SECTION BEING AMENDED AND/OR MODIFIED, BY AN OFFICER OR AUTHORIZED EMPLOYEE OF WMT. THE FAILURE OF WMT TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF DISTRIBUTOR SHALL NOT BE CONSTRUED AS A WAIVER BY WMT OF THE STANDARD TERMS OR AN ACCEPTANCE OF ANY OF DISTRIBUTOR'S PROVISIONS. WE HEREBY SPECIFICALLY AND CATEGORICALLY REJECT ANY AND ALL DIFFERING TERMS AND CONDITIONS SET FORTH BY DISTRIBUTOR IN A PURCHASE ORDER OR OTHER DOCUMENT THAT CONFLICT WITH OR ADD TO THESE STANDARD TERMS, OTHER THAN ORDER-SPECIFIC TERMS, SHALL NOT BE BINDING UPON US, AND WE HEREBY EXPRESSLY OBJECTS THERETO. With respect to any order from Distributor, these Standard Terms and the Order-Specific Terms shall collectively be referred to herein as the "Terms" of the order.
2. **Limited Warranties.** (a) WM Technologies LLC provides a limited warranty on each of its Products directly to the end user of the Product (the "End-User Limited Warranties"). Current End-User Limited Warranties are available from Distributor's Weil-McLain® branded product representative or on our website at www.weil-mclain.com. End-User Limited Warranties shall not apply to any loss or damage resulting from (i) normal wear and tear; (ii) alteration, misuse, or abuse by any party; (iii) improper installation, operation, or maintenance by any party; (iv) power failures; (v) accident, fire, flood, or acts of God; or (vi) inaccurate or incomplete information or data supplied or approved by Distributor or any other party; or (vii) any exclusion as specifically disavowed in the warranty documents provided with the product. The End-User Limited Warranties state the entire warranty provided to the end user and the end user's sole and exclusive remedy related to the Products. (b) WM Technologies warrants to Distributor clear title to Products free from liens and other encumbrances (the "Distributor Warranty") and will correct any defect in title. **THE DISTRIBUTOR WARRANTY STATES WM TECHNOLOGIES LLC'S ENTIRE WARRANTY TO DISTRIBUTOR AND DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY RELATED TO THE PRODUCTS.** (c) **EXCEPT AS EXPRESSLY SET FORTH IN THE END-USER LIMITED WARRANTIES AND IN THE DISTRIBUTOR WARRANTY ABOVE, WM TECHNOLOGIES LLC MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
3. **Limitation of Liability.** Except to the extent specifically provided in Section B.4., **WMT SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR WM TECHNOLOGIES, LLC'S NEGLIGENT ACTS OR OMISSIONS FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, MULTIPLE, OR LIQUIDATED DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS OR REVENUES, DAMAGE TO PROPERTY, OR LOSS OF USE.** Our entire liability for direct damages resulting from any performance or failure to perform, delay, breach of contract, breach of warranty, or otherwise under any Order from Distributor shall not exceed the purchase price actually paid by Distributor to WM Technologies, LLC for the product in question. This limitation of direct damages shall not apply to instances of personal injury, sickness, disease, or death of any person. In addition, in no event shall we be liable for any damages if and to the extent such damages are caused by the negligence of Distributor, Contractor, the end user of the Products, or any other third party that is not under the direct control of WM Technologies, LLC.

- 4. Patents and Trademarks.** (a) If notified promptly by Distributor in writing and provided with authority, information, and assistance, WM Technologies LLC shall defend and indemnify Distributor, or may at any time settle, at our option, any suit or proceeding alleging that any Products used or sold by Distributor infringe any United States patent or trademark. We shall pay any direct damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of the Products. In the event any Products are held to constitute such infringement and the use of such Products is enjoined, we shall, at our option and expense (i) procure for Distributor the right to continue using the Products; (ii) replace the Products with non-infringing Products; (iii) modify the Products so that they become non-infringing; or (iv) remove the Products and return the depreciated purchase price. **THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF WM TECHNOLOGIES, LLC AND THE SOLE AND EXCLUSIVE REMEDY OF DISTRIBUTOR FOR PATENT OR TRADEMARK INFRINGEMENT RELATED TO THE PRODUCTS.** (b) **NOTWITHSTANDING THE FOREGOING, SECTION B.4(a) ABOVE SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED OUR COMPLIANCE WITH THE SPECIFICATIONS OR DESIGN OF DISTRIBUTOR OR THE USE OF PRODUCTS IN COMBINATION WITH OTHER GOODS OR MATERIALS.** Distributor shall defend and pay any damages awarded in such suit or proceeding described in this Section B.4(b).
- 5. Additional Delivery and Delay Terms.** (a) Unless otherwise agreed to in writing and signed by WM Technologies, LLC, Distributor shall have sole responsibility for filing any claims with any carrier for delay, loss, or damage. (b) Dates of delivery or other performance are estimates and are based on timely receipt from Distributor of accurate and complete approved drawings, technical data, a fully executed contract or purchase order, and any necessary documents or information required by our credit department. We shall have the right to delay shipment of Products or other performance until all required documents or information has been provided by Distributor, and any other requirements, including the payment of any past due amounts, have been fulfilled. In the event of such delay, the estimated delivery or performance date will be subject to equitable adjustment and any additional costs incurred by us shall be borne by Distributor.
- 6. Storage.** If Distributor's site is not ready to accept ordered Products on the estimated delivery date, we may store the Products at our facility or any other suitable location until such time as Distributor is ready to receive them. Distributor shall be liable for any storage fees as determined by WMT. Title to the Products shall transfer to Distributor upon placement in storage, and Distributor accepts all risk of damage or loss while the Products are in transit to storage, in storage, or in transit from storage.
- 7. Changes, Substitutions, and Cancellation.** (a) Any changes requested by Distributor shall be effective upon written acceptance by us at our principal offices in accordance with our order change and cancellation policies and guidelines. Any changes accepted by us that affect the specifications or scope of work of an order shall entitle us, as appropriate, to an adjustment to the price, delivery schedule, or other Terms affected by such change. (b) We may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers. (c) Order cancellation requests shall be effective upon written acceptance by us at our principle offices in accordance with our order change and cancellation policies and guidelines. Order cancellations are subject to a cancellation fee of no less than 5 % of order value and up to full order value for special order cancellations.
- 8. Approvals, Inspection, and Acceptance of Products.** (a) Distributor's approval, or failure to disapprove, of drawings submitted under an order constitutes Distributor's acceptance of equipment design, specifications, and other data contained therein. (b) Inspection of Products at our plant by Distributor, or Distributor's representatives, will be permitted insofar as such inspection does not interfere with our production and/or safety policies and procedures and provided that complete written details of such inspection are submitted to us no less than ten (10) days in advance. (c) The Products shall be deemed accepted, and any claim of Distributor against WM Technologies, LLC with respect to an order shall be waived and not enforceable, unless (i) Distributor has promptly inspected the Products and services; and (ii) written notice from Distributor of any defect has been received by us within 48 hours of rejection of any Products inspected upon delivery or other performance. (d) Distributor must give us reasonable advance notice and authorization to attend any tests designed to demonstrate that Products are defective, and the test conditions must be mutually agreed to by us and Distributor.
- 9. Additional Distributor Price, Payment, and Credit Terms.** (a) Unless other terms have been expressly stated by us in writing, Distributor Prices do not include (i) customs, duties, or any domestic or foreign sales, use, excise, or similar taxes under existing or future laws (with Distributor to be charged for same, unless Distributor has provided us with an appropriate tax exemption certificate); (ii) costs for installation of Products; and (iii) costs of any permits, licenses, fees, and similar charges required by law or local practice. (b) Invoices are submitted to Distributor upon shipment. Subject to credit approval and unless otherwise agreed, payment terms shall be net 30 days from the date of invoice. Pro-rata payments shall become due with partial shipments of Products or other partial performance. We shall charge 1¹/₂% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing 30 days following the invoice date. (c) We may, at our option, decline to deliver Products or otherwise perform, except for cash in advance or the provision of some other reasonable form of security, or stop Products in transit whenever, for any reason, WM Technologies, LLC reasonably doubts Distributor's financial responsibility
- 10. Goods for Export.** If the ultimate destination of the Products is outside of the country of origin, Distributor shall designate such country on its purchase order. In the event that Distributor purchases Products for export without so notifying WM Technologies, Distributor shall have sole liability and shall defend and indemnify us for any loss or damage (including, without limitation, claims of governmental authorities) arising from the export from the country of origin or the import into another country of such Products, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the Products. Distributor shall have sole responsibility for obtaining any required export licenses. Distributor shall neither take, nor solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities and shall defend and indemnify us for any loss or damage arising out of or related to such action. WM Technologies reserves the right to refuse to sell, transfer, assign, or allow for export any Products if, in our reasonable judgment, the Products would be imported into a country in violation of any law or used in any process in violation of any law.
- 11. Proprietary Information.** WM Technologies, LLC retains title to, and all intellectual property rights in, without limitation, any patent, trademark, copyright, and trade secret, and all engineering and production prints, drawings, technical data, and other information and documents that relate to the Products sold to Distributor. Unless advised by WM Technologies in writing to the contrary, all such information and documents disclosed or delivered by WM Technologies to Distributor are to be deemed proprietary to WM Technologies and shall be used by Distributor solely for the purpose of inspection, installation, and maintenance and not used by Distributor for any other purpose.

- 12. Indemnification.** WM Technologies shall indemnify, defend, and hold harmless Distributor from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, and from claims for damage to property, other than the Products themselves, caused by the negligence or acts of willful misconduct of WM Technologies, EXCEPT TO THE EXTENT SUCH INJURY, DEATH, DAMAGE, OR LOSS, IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DISTRIBUTOR OR ANY OTHER THIRD PARTY NOT UNDER OUR DIRECT CONTROL. We shall not have any duty to indemnify, defend, or hold harmless Distributor for, and the provisions hereunder shall not apply to, any acts caused solely by Distributor or any of its employees, agents, or subcontractors, or any other third party not under our direct control. Distributor shall likewise indemnify, defend, and hold harmless WM Technologies. For those claims resulting from the joint or concurrent acts of the parties, each party shall be liable to the extent of its proportional fault as finally agreed upon by the parties or as determined pursuant to Section 13.
- 13. Dispute Resolution.** Any dispute arising out of or relating in any way to any transactions between the parties, including disputes as to validity, enforceability, construction, or breach of any agreement, or termination of relationship, shall be resolved through binding arbitration through the CPR Institute for Dispute Resolution ("CPR") by filing an arbitration Demand in writing with the CPR and sending a copy to the other party. The CPR Rules for Non-Administered Arbitration then in effect and the U.S. Arbitration Act shall govern the arbitration. One (1) independent arbitrator shall conduct the arbitration in Michigan City, Indiana. The arbitrator shall facilitate discovery under CPR Rule 11, but only one (1) deposition shall be permitted per party unless otherwise agreed. Within 30 days of selecting the arbitrator, the filing party shall provide copies of all evidence in its possession that supports its demand. Within 30 days of receipt of such information, the receiving party shall produce all evidence that supports its defense. The arbitration must be completed through the rendering of award within six (6) months of selection of the arbitrator. The hearing shall be no longer than three (3) consecutive business days equally divided between the parties. The arbitrator may award monetary damages only and may not include any exemplary or punitive damages. Notwithstanding anything to the contrary in the Standard Terms and without prejudice to these procedures, any party may apply to a court of competent jurisdiction for injunctive or non-monetary judicial relief if such action is necessary to avoid irreparable damage. The parties shall share the arbitrator fees and expenses equally. The award rendered by the arbitrator shall be final and binding upon the parties, not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction.
- 14. Miscellaneous.** All rights and remedies of each of the parties under the Terms are in addition to its rights at law and in equity, except where specifically disclaimed. Any delegation or assignment by Distributor of any of its responsibilities or rights hereunder or under any order without our prior written consent shall be void. The validity, performance, and interpretation of the Terms shall be governed by the law of the State of Delaware, U.S.A., without reference to principles of conflicts of law. The invalidity or illegality of any provision of the Terms shall not render invalid or illegal any other provision therein. WM Technologies' failure at any time to require performance by Distributor of any of the Terms shall not serve as a waiver or diminish our right to demand strict compliance with such provision or with any other of the Terms.

