

## QUOTATION TERMS AND CONDITIONS

The following terms and conditions (these "**Terms**") shall apply to each quotation and custom estimate ("**Quote**") requested by or submitted to the potential buyer identified on the applicable Quote ("**Buyer**" or "you") for the purchase of products and related services (the "**Products**") from Flushmate LLC and its Affiliates (together Flushmate and its Affiliates shall be referred to herein as, "**Flushmate**"). All orders and sales of Flushmate Products are subject to final approval by Flushmate via a written order confirmation (the "**Order Confirmation**"). By requesting, obtaining, or accepting a Quote, you represent and warrant that you have read, understood, and accepted these Terms. No change, modification, amendment or other agreement with regard to these Terms shall be binding upon Flushmate unless made in writing and signed by an authorized officer of Flushmate. For purposes herein, the term "**Affiliate**" means Sloan Valve Company, Sloan Global Holdings, LLC and any entity that is controlled by, or is under common control or ownership with, Flushmate, or either of such Flushmate entities, where the term "control" means possession, directly or indirectly, of fifty percent (50%) or more of the voting securities in the entity or the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

1. **Expiration:** Except as otherwise set forth in the Quote, the Quote is subject to acceptance by Buyer within sixty (60) days and is subject to withdrawal at any time before acceptance, without notice. After the expiration of such sixty (60) day period, the Quote shall expire and Buyer must obtain a new Quote.
2. **Applicability of Quote:** The Quote is applicable to the request made by you for the purchase of Flushmate Products. In the event you have any changes to your request prior to accepting the Quote, you must obtain a new Quote. The Quote is not a binding contract or purchase order. Notwithstanding the foregoing, in consideration of receiving the Quote, you agree to be bound by these Terms.
3. **Acceptance and Terms of Sale:** Buyer must approve the Quote and submit an order to Flushmate, in writing (electronic submission shall suffice), within the period described in Section 1 above to order the Products referenced in such Quote. Upon Flushmate's acceptance of the Buyer's order, Flushmate shall issue an Order Confirmation, and upon issuance shall constitute a binding contract for the purchase and sale of the Products described in such Order Confirmation. The purchase of the Product(s) identified in the Order Confirmation shall be subject to and governed by, the [Terms of Sale](#). By placing an order, Buyer accepts and agrees to the Terms of Sale.
4. **Cancellation:** Flushmate reserves the right to cancel the Quote at any time.
5. **Deviations:** Any deviation or alteration of the specifications contained in the Quote accepted by Buyer shall only be honored by Flushmate pursuant to a written change order executed by Flushmate and Buyer. Buyer shall be responsible for all costs incurred by Flushmate associated with such change order.
6. **Product Materials Disclaimer:** The stones and other materials incorporated in Flushmate's Products vary in color, grain, veins, surface finish, and character. Accordingly, Products ordered by Buyer may differ in color, grain, vein, surface finish, or character than any models, stones, or other materials shown in the Quote or on Flushmate's website.
7. **Assumptions:** The assumptions Flushmate made in preparing the Quote vary based upon the information you provide Flushmate, including measurements and other specifications. Flushmate makes no representation or warranty that the products identified in the Quote will satisfy your needs. You represent and warrant that the information you provide Flushmate is accurate and complete and Flushmate can rely on such information in preparing the Quote. Unless otherwise specifically agreed to in a separate writing, Flushmate is not obligated to keep confidential any commercial or technical information transmitted to Flushmate by you.
8. **Quote Materials:** The Quote and all designs, renderings, pictures, plans, schemes, and other materials within the Quote ("Quote Materials") are and at all times shall remain the sole and exclusive proprietary property of Flushmate. You shall have the limited right to use the Quote Materials solely in connection with your determination of whether to accept the Quote. You must keep confidential and shall not disclose the Quote Materials to any third party without the prior written consent of Flushmate, which may be withheld or granted in Flushmate's sole discretion.

9. **Lead Times.** Production schedules change daily. Accordingly, all lead times referenced in the Quote and/or the Order Confirmation are subject to change by Flushmate.