

Confidential

**PRICING & UPC DETAILS** 

# **CUSTOMER SERVICE:** (800) 558-5712 FAX ORDERS: (262) 321-0112 Visit our Website: www.insinkerator.com

# SHOWROOM COLLECTION

SHOW	ROO	M COLLECTION EFFEC	CTIVE DATE: October 1, 2023		
Instant F	lot Wate	r Tank			
MODEL		Model Number	UPC	Weight	LIST PRICE
		HWT200 Instant Hot Water Tank: 3-Year Limited Warranty	050375023791	7 lb	\$625 <sup>10</sup>
¢		<b>HWT200-F1000S</b> Instant Hot Water Tank: 3-Year Limited Warranty Filtration System: 1-Year Limited Warranty	050375023784	9 lb	\$ <b>717</b> 00
Digital Ir	nstant H	ot Water Tank			
MODEL		Model Number	UPC	Weight	LIST PRICE
	JP	HWT300 Digital Instant Hot Water Tank: 4-Year Limited Warranty	050375022886	7 lb	\$ <b>791</b> 40
		HWT300-F3000S Digital Instant Hot Water Tank: 4-Year Limited Warranty Filtration System: 1-Year Limited Warranty	050375026464	9 lb	\$ <b>931</b> 50
Showroo	om Colle	ction – Transitional (5-Year Limited Warr	anty)		
MODEL		Model Number	UPC	Weight	LIST PRICE
Transitior	nal 1010	FH1010C (Chrome)	050375022893	4.41 lb	\$ <b>561</b> 10
		FH10100RB (Oil-Rubbed Bronze)	050375022923	4.41 lb	\$ <b>661</b> 00
f		FH1010CRB (Classic Oil-Rubbed Bronze)	050375022930		
	НОТ	FH1010AS (Arctic Steel)	050375022947		
1 de la	ONLY	FH1010PN (Polished Nickel)	050375022909		
		FH1010MBLK (Matte Black)	050375022916		
		FH1010BB (Brushed Bronze)	050375022954	4.41 lb	\$ <b>707</b> 40
		FH1010SS (Stainless Steel)	050375022961		
Transitior	nal 1010	FHC1010C (Chrome)	050375022978	4.87 lb	\$ <b>680</b> <sup>30</sup>
$\land$		FHC10100RB (Oil-Rubbed Bronze)	050375023005	4.87 lb	\$ <b>802</b> 90
( )		FHC1010CRB (Classic Oil-Rubbed Bronze)	050375023012		
1	нот	FHC1010AS (Arctic Steel)	050375023029		
C H	COLD	FHC1010PN (Polished Nickel)	050375022985		
		FHC1010MBLK (Matte Black)	050375022992		
		FHC1010BB (Brushed Bronze)	050375023036	4.87 lb	\$ <b>860</b> <sup>30</sup>
		FHC1010SS (Stainless Steel)	050375023043		
Transitional 1020		FH1020C (Chrome)	050375023050	5.03 lb	\$ <b>611</b> 40
$\wedge$		FH1020CRB (Classic Oil-Rubbed Bronze)	050375023067	5.03 lb	\$ <b>719</b> <sup>30</sup>
4	HOT	FH1020AS (Arctic Steel)	050375023074		
-	ONLY	FH1020SS (Stainless Steel)	050375023081	5.03 lb	\$ <b>770</b> 40
Transitior	nal 1020	FHC1020C (Chrome)	050375023098	5.53 lb	\$ <b>743</b> 90
		FHC1020CRB (Classic Oil-Rubbed Bronze)	050375023104	5.53 lb	\$ <b>875</b> <sup>30</sup>
f l	HOT	FHC1020AS (Arctic Steel)	050375023111		
	ی COLD	FHC1020SS (Stainless Steel)	050375023128	5.53 lb	\$ <b>937</b> 70

MODEL		on – Traditional (5-Year Limited Warr Model Number	UPC	Weight	LIST PRICE
Traditional	2010	FH2010C (Chrome)	050375023135	4.01 lb	\$ <b>506</b> 50
		FH2010ORB (Oil-Rubbed Bronze)	050375023159	4.01 lb	\$ <b>600</b> <sup>80</sup>
$\wedge$		FH2010CRB (Classic Oil-Rubbed Bronze)	050375023166		
E	нот	FH2010AS (Arctic Steel)	050375023173		
Ť.	ONLY	FH2010PN (Polished Nickel)	050375023142		
(T		FH2010MBLK (Matte Black)	050375025269		
Ð		FH2010BB (Brushed Bronze)	050375023180	4.01 lb	\$ <b>643</b> °°
		FH2010SS (Stainless Steel)	050375023197		
Traditional 2010		FHC2010C (Chrome)	050375023203	4.39 lb	\$ <b>618</b> <sup>20</sup>
-		FHC20100RB (Oil-Rubbed Bronze)	050375023227	4.39 lb	\$ <b>730</b> 00
$\cap$		FHC2010CRB (Classic Oil-Rubbed Bronze)	050375023234		
8	нот	FHC2010AS (Arctic Steel)	050375023241		
LL	ھ COLD	FHC2010PN (Polished Nickel)	050375023210		
- Fr		FHC2010MBLK (Matte Black)	050375025276		
		FHC2010BB (Brushed Bronze)	050375023258	4.39 lb	\$ <b>784</b> 60
		FHC2010SS (Stainless Steel)	050375023265		
Traditional	2020	FH2020C (Chrome)	050375023272	4.45 lb	\$ <b>308</b> 61
9		FH20200RB (Oil-Rubbed Bronze)	050375023296	4.45 lb	\$ <b>363</b> 55
Â		FH2020CRB (Classic Oil-Rubbed Bronze)	050375023302		
AL I	HOT	FH2020AS (Arctic Steel)	050375023319		
A	ONLY	FH2020PN (Polished Nickel)	050375023289		
K Ch		FH2020BB (Brushed Bronze)	050375023326	4.45 lb	\$ <b>389</b> 07
<u></u>		FH2020SS (Stainless Steel)	050375023333		
Traditional 2020		FHC2020C (Chrome)	050375023340	4.92 lb	\$ <b>374</b> 17
0		FHC20200RB (Oil-Rubbed Bronze)	050375023364	4.92 lb	\$ <b>441</b> 60
A	НОТ	FHC2020CRB (Classic Oil-Rubbed Bronze)	050375023371		
		FHC2020AS (Arctic Steel)	050375023388		
LA	& COLD	FHC2020PN (Polished Nickel)	050375023357		
		FHC2020BB (Brushed Bronze)	050375023395	4.92 lb	\$ <b>473</b> <sup>17</sup>
Ŷ		FHC2020SS (Stainless Steel)	050375023401		
Showroo	m Collectio	on – Modern (5-Year Limited Warranty			
MODEL		Model Number	UPC	Weight	LIST PRICE
Modern 30	010	FH3010C (Chrome)	050375023418	3.79 lb	\$ <b>506</b> 50
viouei i i oc	00	FH3010AS (Arctic Steel)	050375023449	3.79 lb	\$ <b>600</b> <sup>80</sup>
$\cap$	LIOT	FH3010PN (Polished Nickel)	050375023425		
	HOT ONLY	FH3010MBLK (Matte Black)	050375023432		
The second	ONLI	FH3010BB (Brushed Bronze)	050375023456	3.79 lb	\$ <b>643</b> °°
		FH3010SS (Stainless Steel)	050375023463		
Modern 3010		FHC3010C (Chrome)	050375023470	4.3 lb	\$ <b>618</b> <sup>20</sup>
would not	0	FHC3010AS (Arctic Steel)	050375023500	4.3 lb	\$73000
$\cap$	НОТ	FHC3010PN (Polished Nickel)	050375023487		
	S	FHC3010MBLK (Matte Black)	050375023494		
at the	COLD	FHC3010BB (Brushed Bronze)	050375023517	4.3 lb	\$78460
		FHC3010SS (Stainless Steel)	050375023524		
Madara 20		FH3020C (Chrome)	050375023531	3.79 lb	\$ <b>561</b> 10
Modern 3020		FH3020AS (Arctic Steel)	050375023562	3.79 lb	\$66100
$\cap$	LIOT	FH3020PN (Polished Nickel)	050375023548	5.1710	001
	HOT	FH3020MBLK (Matte Black)	050375023555		
-12-	ONLY	FH3020BB (Brushed Bronze)	050375023579	3.79 lb	\$ <b>707</b> 40
		FH3020BB (Brushed Bronze) FH3020SS (Stainless Steel)	050375023586	5.1710	
Addarn 2020		FHC3020C (Chrome)	050375023593	4.32 lb	\$68030
Modern 3020					
$\cap$	НОТ	FHC3020AS (Arctic Steel)	050375023623 050375023609	4.32 lb	\$ <b>802</b> 90
T I	&	FHC3020PN (Polished Nickel)			
-	& COLD	FHC3020MBLK (Matte Black)	050375023616	A 22 IL	\$ <b>0</b> / <b>0</b> 20
Section 1		FHC3020BB (Brushed Bronze)	050375023630	4.32 lb	\$ <b>860</b> 30
		FHC3020SS (Stainless Steel)	050375023647		

These Terms and Conditions shall govern the transaction by and between InSinkErator, LLC (herein referred to as the "Seller") and the customer or person or entity purchasing goods ("Goods") from Seller (herein referred to as "Buver"), together with any guotation or acknowledgment from Seller relevant to the sale of the Goods and all documents incorporated by specific reference therein, and shall constitute the complete and exclusive agreement governing the sale of Goods by Seller to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions. Any different or additional terms in Buyer's purchase order or other Buyer documents are hereby objected to.

# 1. PRICES

Unless otherwise specified in writing by Seller, Seller shall have the right to change the price for the Goods to Seller's price for the Goods at the time of shipment. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

### 2. TAXES

All taxes or governmental charge (or increase in same) affecting Seller's costs or which seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods shall be for Buyer's account and shall be added to the price. Any drop ship orders submitted to be shipped out of the resident customer state must have on file with InSinkErator a sales tax exemption certificate for the destination state. If the customer will not provide this, then InSinkErator will be required to charge sales tax on the transaction. If the customer chooses to deduct or not pay this sales tax, InSinkErator will not ship future orders until this issue is resolved.

### **3. TERMS OF PAYMENT**

Invoices will bear the date on which shipment is made and terms are based upon date of shipment and not on date of arrival. Seller shall have the right, among other remedies, to terminate or suspend performance under any order, if Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Delinquent payments shall bear interest at a rate to be determined by Seller, which shall not exceed the legal maximum rate,from the date due until paid. Should Buyer's financial responsibility become unsatisfactory to Seller, Seller may require cash payments or satisfactory security.

### 4. SHIPMENT AND DELIVERY

Deliveries are made F.O.B. Seller's shipping point. Risk of loss or damage and liability therefore shall pass to Buyer upon delivery to carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s), all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other resulting expenses.

# 5. LIMITED WARRANTY

Subject to the limitations of Section 6, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of one year from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/ OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, Buyer's negligence, unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application. To the extent that Seller has relied upon any specifications, information, representation or operating conditions or other data supplied by Buyer or its agents to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any nonconformity with warranty within the warranty period, Buyer must notify Seller thereof in writing Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture, that portion of the nonconformity. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such nonconformity. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/ components

### 6. LIMITATION OF REMEDY AND LIABILITY

The sole and exclusive remedy for breach of any term or condition or warranty hereunder (other than the warranty provided under section 7) shall be limited, at Seller's option, to repair,correction or replacement under Section 5 or refund of the purchase price. Seller shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim

or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Seller's liability to Buyer and/ or its customers exceed the price paid by buyer for the specific goods provided by Seller giving rise to the claim or cause of action. Buyer agrees that in no event shall Seller's liability to buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include without limitation loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment. It is understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or ability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

# 7. PATENTS AND COPYRIGHTS

Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, that Buyer cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. In the event, such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller. Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them.

### 8. EXCUSE OF PERFORMANCE

Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of Buyer; war; fire; flood; weather; sabotage;strikes, or labor or civil disturbances; aovernment requests, restrictions, laws. regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstance or any event or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forthwith preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

# 9. CANCELLATION

Seller may cancel this agreement at any time for any reason upon 30 days written notice. Unless otherwise agreed in writing by Seller. Buyer may not cancel this agreement for any reason.

# **10. CHANGES**

Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery.

Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

### **11. ASSIGNMENT**

Buyer shall not assign its rights or delegate its duties hereunder or nay interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment. Without such consent, shall be void. Seller may assign its rights and delegate its duties hereunder.

#### **12. GENERAL PROVISIONS**

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modifications, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless

made in writing and signed on its behalf by a duly authorized representative of the Seller. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the Seller's receipt, acknowledgment or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed om writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any guotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Missouri. Buyer and Seller agree that the proper venue of all actions arising in connection herewith shall be only in the State where the Goods involved in such actions were manufactured and the parties agree to submit to such jurisdiction. The Convention for the International Sales of Goods shall not apply to this agreement.

NOTE: InSinkErator reserves the right to make changes at any time without notice in prices, color, material specifications and models and also to add or discontinue models and accessories without incurring liability to modify products already produced. InSinkErator reserves the right to cancel orders or any part thereof for causes due to any acts or demands of the Government or to fire, flood, strikes, war, embargo, lack of transportation, act of God, or any other cause or causes beyond its control. All orders subject to acceptance by InSinkErator, Racine, Wisconsin 53406

IMPORTANT: For Commercial Disposers refer to separate price sheets for terms, price and freight policy. Please do not combine commercial and household units on same purchase order.

SERVICE INFORMATION: For service information call toll free 1-800-558-5700.



InSinkErator LLC 4700 21st Street Racine, WI 53406 1-800-558-5712

WDT573-22E-83-10

InSinkErator may make improvements and/or changes in the specifications at any time, in its sole discretion, without notice or obligation and further reserves the right to change or discontinue models. @/TM © 2023 InSinkErator. All rights reserved.

# 13. COMPLIANCE WITH CERTAIN LAWS

These Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and Executive Order 11246.

# 14. DISPUTE RESOLUTION

Disputes arising between Seller and Buyer, including any disputes arising under or relating to these Terms and Conditions, shall be adjudicated exclusively in the U.S. District Court for the Western District of Michigan or, if there is no federal jurisdiction, in a state court sitting in Berrien County, Michigan. Buyer shall pay all reasonable costs and expenses incurred by Seller in connection with the enforcement of these Terms and Conditions, including all reasonable attorneys' fees, court costs, and expenses.