



Confidential

PRICING & UPC DETAILS

PHONE ORDERS:
(800) 558-5712

FAX ORDERS:
(262) 321-0112

WEBSITE:
www.insinkerator.com

TERMS and CONDITIONS

PRICING POLICY:
Combination Orders Accepted (Household Disposers, Water Dispensers and Instant Hot Water Tanks) for dollar order quantity.

PAYMENT TERMS:
2% 10th prox., NET 11th. State and Local Tax may be added if not for resale.

FREIGHT TERMS:
F.O.B. Sturtevant, Wisconsin or nearest InSinkErator warehouse. Freight prepaid and allowed, within the continental U.S. on shipments of \$2,500 or more. Total order to be shipped at same time to one destination.

RETURNED GOODS:
Return of merchandise will not be accepted without prior approval.

LOSS AND/OR DAMAGE IN TRANSIT:
Our liability ceases upon delivery of the goods to the carrier at our factory. Claims for damage and/or loss in transit to be made by the consignee against the carrier. We will assist and cooperate in the processing of such claims upon customer's request. See back page for complete terms and conditions.

SHIPMENT AND DELIVERY TERMS:
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.

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

InSinkErator® Business Unit
Emerson Electric Co.
4700 21st Street, Racine, WI 53406
1-800-558-5712

SHOWROOM COLLECTION

EFFECTIVE DATE: March 1, 2022

Instant Hot Water Tank

MODEL	Model Number	UPC	Weight	LIST PRICE
	HWT200	050375023791	7 lb	\$595 ³⁰
	Instant Hot Water Tank: 3-Year Limited Warranty			
	HWT200-F1000S	050375023784	9 lb	\$682 ⁹⁰
	Instant Hot Water Tank: 3-Year Limited Warranty Filtration System: 1-Year Limited Warranty			

Digital Instant Hot Water Tank





MODEL	Model Number	UPC	Weight	LIST PRICE
	HWT300	050375022886	7 lb	\$753 ⁷⁰
	Digital Instant Hot Water Tank: 4-Year Limited Warranty			
	HWT300-F2000S	050375022879	9 lb	\$887 ¹⁰
	Digital Instant Hot Water Tank: 4-Year Limited Warranty Filtration System: 1-Year Limited Warranty			

Showroom Collection – Transitional (5-Year Limited Warranty)




MODEL	Model Number	UPC	Weight	LIST PRICE	
	Transitional 1010	FH1010C (Chrome)	050375022893	4.41 lb	\$534 ⁴⁰
		FH1010ORB (Oil-Rubbed Bronze)	050375022923	4.41 lb	\$629 ⁵⁰
		FH1010CRB (Classic Oil-Rubbed Bronze)	050375022930		
		FH1010AS (Arctic Steel)	050375022947		
		FH1010PN (Polished Nickel)	050375022909		
		FH1010MBLK (Matte Black)	050375022916		
		FH1010BB (Brushed Bronze)	050375022954	4.41 lb	\$673 ⁷⁰
		FH1010SS (Stainless Steel)	050375022961		
	Transitional 1010	FHC1010C (Chrome)	050375022978	4.87 lb	\$647 ⁹⁰
		FHC1010ORB (Oil-Rubbed Bronze)	050375023005	4.87 lb	\$764 ⁷⁰
		FHC1010CRB (Classic Oil-Rubbed Bronze)	050375023012		
		FHC1010AS (Arctic Steel)	050375023029		
		FHC1010PN (Polished Nickel)	050375022985		
		FHC1010MBLK (Matte Black)	050375022992		
		FHC1010BB (Brushed Bronze)	050375023036	4.87 lb	\$819 ³⁰
		FHC1010SS (Stainless Steel)	050375023043		
	Transitional 1020	FH1020C (Chrome)	050375023050	5.03 lb	\$582 ³⁰
		FH1020CRB (Classic Oil-Rubbed Bronze)	050375023067	5.03 lb	\$685 ⁰⁰
		FH1020AS (Arctic Steel)	050375023074		
		FH1020SS (Stainless Steel)	050375023081	5.03 lb	\$733 ⁷⁰
	Transitional 1020	FHC1020C (Chrome)	050375023098	5.53 lb	\$708 ⁵⁰
		FHC1020CRB (Classic Oil-Rubbed Bronze)	050375023104	5.53 lb	\$833 ⁶⁰
		FHC1020AS (Arctic Steel)	050375023111		
		FHC1020SS (Stainless Steel)	050375023128	5.53 lb	\$893 ⁰⁰

All prices in U.S. dollars. Prices and specifications subject to change without notice.

Showroom Collection – Traditional (5-Year Limited Warranty)

MODEL	Model Number	UPC	Weight	LIST PRICE
 Traditional 2010 HOT ONLY	FH2010C (Chrome)	050375023135	4.01 lb	\$482 ⁴⁰
	FH2010ORB (Oil-Rubbed Bronze)	050375023159	4.01 lb	\$572 ²⁰
	FH2010CRB (Classic Oil-Rubbed Bronze)	050375023166		
	FH2010AS (Arctic Steel)	050375023173		
	FH2010PN (Polished Nickel)	050375023142		
	FH2010BB (Brushed Bronze)	050375023180	4.01 lb	\$612 ⁴⁰
	FH2010SS (Stainless Steel)	050375023197		
 Traditional 2010 HOT & COLD	FHC2010C (Chrome)	050375023203	4.39 lb	\$588 ⁸⁰
	FHC2010ORB (Oil-Rubbed Bronze)	050375023227	4.39 lb	\$695 ²⁰
	FHC2010CRB (Classic Oil-Rubbed Bronze)	050375023234		
	FHC2010AS (Arctic Steel)	050375023241		
	FHC2010PN (Polished Nickel)	050375023210		
	FHC2010BB (Brushed Bronze)	050375023258	4.39 lb	\$747 ²⁰
	FHC2010SS (Stainless Steel)	050375023265		
 Traditional 2020 HOT ONLY	FH2020C (Chrome)	050375023272	4.45 lb	\$534 ⁴⁰
	FH2020ORB (Oil-Rubbed Bronze)	050375023296	4.45 lb	\$629 ⁵⁰
	FH2020CRB (Classic Oil-Rubbed Bronze)	050375023302		
	FH2020AS (Arctic Steel)	050375023319		
	FH2020PN (Polished Nickel)	050375023289		
	FH2020BB (Brushed Bronze)	050375023326	4.45 lb	\$673 ⁷⁰
	FH2020SS (Stainless Steel)	050375023333		
 Traditional 2020 HOT & COLD	FHC2020C (Chrome)	050375023340	4.92 lb	\$647 ⁹⁰
	FHC2020ORB (Oil-Rubbed Bronze)	050375023364	4.92 lb	\$764 ⁷⁰
	FHC2020CRB (Classic Oil-Rubbed Bronze)	050375023371		
	FHC2020AS (Arctic Steel)	050375023388		
	FHC2020PN (Polished Nickel)	050375023357		
	FHC2020BB (Brushed Bronze)	050375023395	4.92 lb	\$819 ³⁰
	FHC2020SS (Stainless Steel)	050375023401		

Showroom Collection – Modern (5-Year Limited Warranty)

MODEL	Model Number	UPC	Weight	LIST PRICE
 Modern 3010 HOT ONLY	FH3010C (Chrome)	050375023418	3.79 lb	\$482 ⁴⁰
	FH3010AS (Arctic Steel)	050375023449	3.79 lb	\$572 ²⁰
	FH3010PN (Polished Nickel)	050375023425		
	FH3010MBLK (Matte Black)	050375023432		
	FH3010BB (Brushed Bronze)	050375023456	3.79 lb	\$612 ⁴⁰
	FH3010SS (Stainless Steel)	050375023463		
 Modern 3010 HOT & COLD	FHC3010C (Chrome)	050375023470	4.3 lb	\$588 ⁸⁰
	FHC3010AS (Arctic Steel)	050375023500	4.3 lb	\$695 ²⁰
	FHC3010PN (Polished Nickel)	050375023487		
	FHC3010MBLK (Matte Black)	050375023494		
	FHC3010BB (Brushed Bronze)	050375023517	4.3 lb	\$747 ²⁰
	FHC3010SS (Stainless Steel)	050375023524		
 Modern 3020 HOT ONLY	FH3020C (Chrome)	050375023531	3.79 lb	\$534 ⁴⁰
	FH3020AS (Arctic Steel)	050375023562	3.79 lb	\$629 ⁵⁰
	FH3020PN (Polished Nickel)	050375023548		
	FH3020MBLK (Matte Black)	050375023555		
	FH3020BB (Brushed Bronze)	050375023579	3.79 lb	\$673 ⁷⁰
	FH3020SS (Stainless Steel)	050375023586		
 Modern 3020 HOT & COLD	FHC3020C (Chrome)	050375023593	4.32 lb	\$647 ⁹⁰
	FHC3020AS (Arctic Steel)	050375023623	4.32 lb	\$764 ⁷⁰
	FHC3020PN (Polished Nickel)	050375023609		
	FHC3020MBLK (Matte Black)	050375023616		
	FHC3020BB (Brushed Bronze)	050375023630	4.32 lb	\$819 ³⁰
	FHC3020SS (Stainless Steel)	050375023647		

General Terms and Conditions of Sale

These Terms and Conditions shall govern the transaction by and between InSinkErator, a Division of Emerson Electric Co. (herein referred to as the "Seller") and the customer or person or entity purchasing goods ("Goods") from Seller (herein referred to as "Buyer"), together with any quotation 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

Unless otherwise indicated by Seller, a cash discount of 2% is allowed, if seller's invoice is paid by the tenth (10th) of the following month. Net on the eleventh (11th). Billing dated the 25th through the end of the month is considered billed as of the first of the following month due on the tenth (10th) of the month thereafter; "Net" the eleventh (11th) of the month. No discount will be allowed after the discount period. 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; government 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 forth in the 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.

General Terms and Conditions of Sale (continued)

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 any 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 on writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, 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.

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

In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between Buyer and Seller, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER BUYER OR SELLER CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED

IN BINDING ARBITRATION. Buyer and Seller agree that the proper venue if Arbitration is not so chosen by Buyer or Seller of all actions arising in connection herewith shall be only in the state of Wisconsin and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

15. CLASS ACTION WAIVER

BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER BUYER NOR SELLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

ADMINISTRATION OF ARBITRATION: The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer-Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable; (2) the arbitrator shall apply Wisconsin law consistent with the FAA.

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.



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