

TERMS AND CONDITIONS OF SALE ON ALL PRODUCTS

PRICES:

Prices and terms are subject to change without notice. Customer is responsible for payment of all applicable taxes.

FREIGHT:

Orders \$2,500 or greater (not including tubs, net sales) = Free Freight Allowed (FFA)
Orders \$1 up to \$2,499 (not including tubs, net sales) with any Kitchen Sink(s) = \$145 Flat Fee
Orders \$1 up to \$2,499 (not including tubs, net sales) with Brass and Lavatory Sink(s) = \$35 Flat Fee
Orders with a bathtub = \$200 additional flat fee per tub
Components and Spare Parts only (No complete faucets or fixtures) = Free Freight Allowed (FFA)
Shipper reserves the right to ship merchandise by the method of our choosing.

ALL NON-INDUSTRY RELATED SHIP TO ADDRESSES, INCLUDING RESIDENTIAL DROP SHIP ORDERS:

Any order that is drop shipped to a consumer's home will be assessed a \$20.00 charge above all standard shipping and handling fees. \$100 additional for each bathtub. Drop Ship Fee Buy Line must be on the Original Purchase Order for the order to be processed, phone number for delivery set up required.

PAYMENT TERMS:

All orders are due in 30 days from date of invoice unless agreed upon in writing by an officer of ROHL LLC.

RETURNS:

Products may not be returned for credit or replacement without prior inspection and written authorization from ROHL LLC. There will be a charge of 20% to cover handling and restocking for all authorized returns. Only merchandise currently appearing in our price list, which is in resalable condition, will be considered by ROHL LLC for return or replacement. Customer dissatisfaction is not a reason for return.

English Bronze, Old Iron, Tuscan Brass, Italian Brass, English Gold, Unlacquered Brass, French Brass, Satin Gold, Parchment and Pergame have acceptable variations that are normal and enhance the custom nature of each finish. Variation is not a reason for return.

LABOR:

No labor charges of any kind will be allowed.

CLAIMS:

All claims of lost, damaged or incorrectly shipped materials must be made to ROHL LLC within 10 days after receipt of goods. Any claims outside this time may be rejected by ROHL LLC. Orders pertaining to warranty may be subject to a \$25 processing fee.

SHIPPING DAMAGE OR LOSS:

Delivery to the carrier constitutes delivery to customer. Any claim for loss or damage in transit should be made promptly by the customer to the carrier. Our responsibility ceases when the goods are delivered in good condition to the carrier.

PRODUCT CHANGES:

We reserve the right to discontinue, alter, modify, or redesign products without liability for the obsolescence of customers' inventories.

SPECIAL ORDERS:

All special order products are non-returnable and non-cancelable once the customer order is received by ROHL LLC. These orders may have a longer lead time than standard ROHL LLC products.

GENERAL:

The possession of this price list by anyone will not be accepted by ROHL LLC as an obligation or offer to sell any goods listed herein. All prices herein quoted supersede all prior price lists and bulletins. Existing trade terms continue in effect.

No order, contract or agreement will become an obligation until accepted in writing by ROHL LLC.

ROHL LLC does not have field service technicians. We are a sales and marketing company only. Sales Representatives do not perform in-home service.

Product that is handmade and is within tolerance of published dimensions will not be considered for return.

Shaws sinks continue to be handmade since the 1897 original design. Each sink is designed with a slight pitch to the drain, so standing water is normal. Standing water is not a reason for return.

These Terms and Conditions shall be deemed to be a part of all such acceptance by ROHL LLC and shall supersede any conflicting provisions of customer's purchase order. These Terms and Conditions, any sales hereunder, and any claim, dispute, or controversy between the parties arising from or relating to these Terms and Conditions, their interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance within the laws of the United States, without regard to conflict-of-laws rule. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions and to the purchase and sale of products hereunder and any statute which would otherwise apply which implements such convention is expressly excluded.

Other than any express limited warranty granted by ROHL LLC with respect to a product, ROHL LLC disclaims all warranties and conditions, expressed or implied, statutory or otherwise, with respect to the products, including, without limitation, any implied warranty of quality, merchantability or fitness for a particular purpose, as well as warranties arising from course of dealing and usage of trade, and ROHL LLC does not represent or warrant that any product will meet the customer's requirements.

Customer may not use the ROHL LLC name or any ROHL LLC trademark, trade name, service mark, logo, or copyrighted work for any purpose. The sale of products by ROHL LLC does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of ROHL LLC.

ROHL LLC WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE PRODUCTS OR FOR ANY FAILURE TO PERFORM DUE TO CIRCUMSTANCES BEYOND OUR CONTROL OR THE CONTROL OF OUR SUPPLIERS, INCLUDING WITHOUT LIMITATION FAILURE OR DELAY IN TRANSPORTATION, ACTS OF ANY GOVERNMENT OR ANY AGENCY OR SUBDIVISION THEREOF, JUDICIAL ACTION, LABOUR DISPUTES, FIRE, ACCIDENT, ACTS OF NATURE, SHORTAGE OF LABOUR, FUEL OR RAW MATERIAL, OR MACHINERY OR TECHNICAL FAILURE. ROHL LLC'S MAXIMUM LIABILITY, IF ANY, FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM OUR BREACH OF THESE TERMS, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE THEN-CURRENT WHOLESALE PRICE OF THE PRODUCTS. IN NO EVENT WILL ROHL LLC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.