

TERMS & CONDITIONS OF SALE

This list price catalog is not an offer to sell to any person who possesses it, nor to anyone else, the goods listed herein at the prices shown.

Prices apply to Sterling (Seller) plumbing products illustrated in Sterling full line product catalogs. These prices supercede previous Price Lists and quotations and are subject to change without notice. All prices are in U.S. dollars.

Buyer's acceptance of all or any part of the goods ordered from Seller shall constitute Buyer's acceptance of the terms and conditions of sale set forth in the order confirmation or invoice unless Buyer objects in writing prior to acceptance thereof.

These prices do not include freight or shipping.

TERMS AND CONDITIONS OF SALE: The terms and conditions of sale set forth in the order confirmation or invoice shall constitute the entire agreement between Seller and Buyer with respect to the subject matter and supercede all prior agreements, negotiations, understandings, representations and warranties, whether written, oral or otherwise, and may not be modified except in a writing signed by the parties. The terms and conditions of any document used by Buyer to communicate its order of goods, together with any other terms or conditions that could be implied on the basis of any course of performance, course of dealing or course of trade, or otherwise are expressly excluded.

All proposals, negotiations, and purchase orders, if any, will be merged into a sales order confirmation or invoice.

PRICES AND TITLE: All prices in this list price catalog shall be superceded by Seller's prices in effect at the time of order entry unless Seller has given a firm quotation in writing and Buyer has given an order and the goods are released for shipment within the time periods specified in the quotation. Prices are (Incoterms 2000) ExWorks (origin) loaded unless otherwise noted. With respect to shipments to destinations outside of the United States, title to the goods remains with the Seller until such goods are discharged from the carrier to the Buyer in the destination country. Freight allowance, if any, is subject to Seller's then current freight terms. All prices listed are in U.S. dollars.

RESIDENTIAL DELIVERY FEES: Additional shipping charges will apply on all Less than Truck Load (LTL) shipments delivered to residential addresses. The amount of the charges depends on the third party carrier used and the size of the shipment.

CREDIT APPROVAL: Acceptance of orders, shipments, or deliveries, shall at all times be subject to the approval of the Seller's Credit Department, Kohler, Wisconsin. Seller may at any time decline an order or decline to make any shipment or delivery except upon receipt of payment, or security, or upon terms and conditions satisfactory to such Department. Seller reserves the right to ship C.O.D. or C.I.A.

TERMS OF PAYMENT: Payment terms are 2% 30, Net 31 from Invoice Date. A delinquency charge equal to the greater of 18% per annum or the prime rate plus 1% as stated by Citibank USA (but in no event in excess of the maximum amount permitted by law), computed on the unpaid balance shall be paid on all accounts not paid in full when due. Interest shall be paid with Buyer's next remittance. In addition to late payment charges, Buyer agrees to pay any and all collection costs, including reasonable attorney fees, incurred by Seller in collecting balances not paid when due.

TAXES: Any taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, delivery, storage, processing, use or consumption of any of the material conveyed, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand. Where taxes do not apply upon sale or resale, Buyer shall provide Seller with appropriate exemption certificates, prior to the sale.

DESIGN CHANGES: Seller reserves the right to make revisions without notice in the design of its products or in their packaging.

DELAY: If any shipping dates have been specified, they are approximate and Seller shall not be bound thereby, but every effort will be made to ship in accordance with them. All shipments are subject to contingencies of manufacture and other causes beyond Seller's control such as fires, strikes, delays in transportation, or governmental regulations.

CANCELLATION: Orders for modified, special order, or custom product, as well as those not listed in current list price books, may not be cancelled or returned. Orders for all other product in current list price books may be cancelled prior to shipment.

BUYER'S REMEDIES: If the goods furnished to the Buyer shall fail to conform to the contract or to any warranty, Seller shall replace such non-conforming goods at the original destination and shall furnish instructions for their disposition, provided Seller is notified of such non-conformity or defect within 60 days of shipment.

The Buyer's exclusive and sole remedy on account or in respect of any breach of the contract, or to any warranty, shall be to secure replacement thereof as aforesaid. Seller shall not be liable whether in contract or in Tort or under any other legal theory for loss of revenue, use or profit or for the cost of any labor expended on any such goods or for any special, incidental or consequential damages to anyone by reason of any breach of this contract or of any warranty.

WARRANTY: Seller's applicable respective limited warranty for the product in effect at the time of shipment shall apply. Buyer covenants and agrees that it will not remove any warranty, label, warning, tag, instruction, or manual from the goods and will ensure that all warranties, labels, warnings, tags, instructions, and manuals supplied with the goods or by Seller will be passed on to the ultimate user. The warranty supplied with the goods is Seller's sole and exclusive warranty. Except to the extent prohibited by applicable law, **ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT AND SELLER AND ANY OTHER SELLERS DISCLAIM ALL LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

DAMAGE IN TRANSIT/SHORTAGE: Every reasonable precaution is taken against breakage or other damage in transit. As all goods are shipped (Incoterms 2000) ExWorks (origin) loaded unless otherwise noted. Seller's risk of loss ceases at the time the goods are placed at Buyer's disposal. Claims against carriers are to be filed by the Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested by the Buyer of the carrier, followed by a settlement claim to the carrier.

STERLING® 2008 LIST PRICE CATALOG

TERMS & CONDITIONS OF SALE (continued)

CHOICE OF LAW: Except as expressly provided herein, the contract is subject to all the provisions of the Uniform Commercial Code of the state of Seller's principal place of business without variation, exclusion or limitation as effective and in force on the contract date. The United Nations Convention on Contracts for the International Sales of Goods ("CISG") shall not apply. Seller hereby elects to opt out of the CISG.

INVOICE MINIMUM: An order for items included in this price book for which invoice prices aggregate less than \$50.00 net for product will be billed at \$50.00 net.

RETURNED MERCHANDISE: Merchandise which has been shipped according to Buyer's specifications cannot be returned for credit without prior written approval by Seller, fully establishing the basis for the credit. Credit will be issued only for items which are found by Seller to be of standard manufacture

and in salable condition. Return shipment is at Buyer's expense and risk. Buyer must prepay freight and will incur up to a 25% restocking charge when no manufacturing defects or errors are involved. Phase down products will not be accepted under this returned goods program.

SHIPPING WEIGHTS: Shipping weights are approximate and are not guaranteed, but are shown for customer convenience.

ELECTRONIC DATA INTERCHANGE (EDI): The terms and conditions for EDI transactions shall be the same as set forth herein. Each party shall, at its own expense, provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive documents. No document shall give rise to any obligation until it is accessible and able to be read by the receiving party at its computer.

ADA COMPLIANCY

ADA

All products displaying this symbol or stating "ADA compliant" will comply with the applicable ADA requirements as stated in the Americans with Disabilities Act of 2004, as follows:

BATHTUBS: will comply with the Americans with Disabilities Act when installed per the requirements of the Accessibility Guidelines, Section 607 Bathtubs, of the Act.

SHOWER STALLS: will comply with the Americans with Disabilities Act when installed per the requirements of the Accessibility Guidelines, Section 608 Shower Stalls, of the Act.

SINKS: will comply with the Americans with Disabilities Act when installed per the requirements of the Accessibility Guidelines, Section 606 Sinks, of the Act.

TOILETS: will comply with the Americans with Disabilities Act when installed per the requirements of the Accessibility Guidelines, Section 604 Water Closets, of the Act.

LAVATORIES: will comply with the Americans with Disabilities Act when installed per the requirements of the Accessibility Guidelines, Section 606 Lavatories and Mirrors, of the Act.

WARRANTY – FIXTURES MADE OF SOLID VIKRELL® MATERIAL

Bathing Fixtures and Bathroom Lavatories – 10 YEARS LIMITED RESIDENTIAL / 3 YEARS LIMITED COMMERCIAL
Kitchen and Utility Sinks – LIFETIME LIMITED CONSUMER / 3 YEARS LIMITED COMMERCIAL

Based on the classification specified above, Sterling, a division of Kohler Co., (Sterling) bathing fixtures and bathroom lavatories made of solid Vikrell material are warranted to be free of manufacturing defects for 10 years from the date of sale when fixtures are used in residential (owner-occupied) buildings, or 3 years from the date of sale when fixtures are used in commercial (hotels, motels, rental property) buildings.

Whirlpool baths are warranted to be free of manufacturing defects for the same period except for the pump/motor assembly, which is warranted to be free of manufacturing defects for 1 year from the date of sale.

Kitchen and utility sinks made of solid Vikrell material are warranted to be free of manufacturing defects for as long as the original consumer purchaser owns his/her home, or for 3 years from the date of sale when used in commercial (hotels, motels, rental property) buildings.

Sterling will, at its election, repair, rectify or replace a fixture when Sterling's inspection discloses any such defects occurring in normal usage within the time period of coverage stated above. Sterling is not responsible for removal or installation costs where replacement is indicated. Damages due to improper handling, installation or maintenance are not considered manufacturing defects and are not covered by this warranty. This warranty is valid for the original, consumer purchaser only.

To obtain warranty service, contact Sterling, either through your plumbing contractor, home center, wholesaler or dealer, home center, or by calling or writing Sterling, Consumer Services, 444 Highland Drive, Kohler, Wisconsin 53044, 1-888-783-7546.

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. STERLING AND SELLER HEREBY DISCLAIM ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Some states/provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of special, incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may have other rights which vary from state/province to state/province.

This is Sterling's exclusive written warranty.



STERLING® 2008 LIST PRICE CATALOG

WARRANTY – BATH AND SHOWER DOORS

5 YEARS LIMITED

5100 Series 5700 Series
5300 Series 6300 Series
5400 Series 6500 Series

3 YEARS LIMITED

1500 Series 5900 Series
1900 Series 6065 Series
2200 Series 6075 Series

1 YEAR LIMITED

600 Series 950 Series 2800 Series
660 Series 1000 Series 2900 Series
690 Series 1100 Series 3100 Series

Based on the classification specified above, Sterling, a division of Kohler Co., (Sterling) bath and shower doors are warranted to be free of manufacturing defects within the time of the specified model's limited warranty from date of sale.

Sterling will, at its election, repair, rectify or replace a fixture when Sterling's inspection discloses any such defects occurring in normal usage within the time period of coverage stated above. Sterling is not responsible for removal or installation costs where replacement is indicated. Damages due to improper handling, installation or maintenance are not considered manufacturing defects and are not covered by this warranty. This warranty is valid for the original, consumer purchaser only.

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This is Sterling's exclusive written warranty.

WARRANTY – STAINLESS STEEL SINKS

Stainless Steel Sinks deeper than 6" – LIFETIME LIMITED

Stainless Steel Sinks less than or equal to 6" deep – 5 YEARS LIMITED

Based on the classification specified above, Sterling, a division of Kohler Co., (Sterling) sinks are warranted to be free of manufacturing defects within the time of the specified model's limited warranty from date of sale.

Sterling will, at its election, repair, rectify or replace a fixture when Sterling's inspection discloses any such defects occurring in normal usage within the time period of coverage stated above. Sterling is not responsible for removal or installation costs where replacement is indicated. Damages due to improper handling, installation or maintenance are not considered manufacturing defects and are not covered by this warranty. This warranty is valid for the original, consumer purchaser only.

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WARRANTY – TOILETS AND LAVATORIES

Vitreous China Toilets and Lavatories – 5 YEARS LIMITED

Lavatories – Made of Solid Vikrell® Material – 10 YEARS LIMITED RESIDENTIAL / 3 YEARS LIMITED COMMERCIAL

Stainless Steel Lavatories – 5 YEARS LIMITED

Based on the classification specified above, Sterling, a division of Kohler Co., (Sterling) toilets and lavatories are warranted to be free of manufacturing defects within the time of the specified model's limited warranty from date of sale. Sterling also warrants for 5 years from the date of sale that its low consumption toilets will be free of manufacturing defects that prevent one flush cleaning of the bowl per ASME A112.19.6 1990 performance requirements, when installed and operated per instructions packed with the product. Use of in-tank toilet cleaners will void this warranty.

Sterling will, at its election, repair, rectify or replace a fixture when Sterling's inspection discloses any such defects occurring in normal usage within the time period of coverage stated above. Sterling is not responsible for removal or installation costs where replacement is indicated. Damages due to improper handling, installation or maintenance are not considered manufacturing defects and are not covered by this warranty. This warranty is valid for the original, consumer purchaser only.

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