

## TERMS AND CONDITIONS OF INSTALLATION SERVICES

Please read these terms and conditions carefully. They materially affect the parties' obligations. Zurn Industries, LLC, including its subsidiaries (collectively, "Zurn") is bargaining for and will do business only on these terms and conditions (these "Terms"), and Zurn's agreement to broker installation services (the "Installation Services") on behalf of Zurn's customers (the "Customers") is expressly subject to and conditioned on the service provider of the Installation Services ("Service Provider") assenting to these Terms.

- 1. ENTIRE AGREEMENT; ACCEPTANCE; CONTRARY TERMS.** These Terms and the Commercial Agreement, together with any quotation, statement of work, work order, scope of work, scope of services, order form, purchase order, or any other ordering document, order submission or document of similar effect, regardless of form and including those transmitted via electronic means (each, an "Order Submission"), to the extent so issued, are intended by the parties to be the final expression of their agreement (this "Agreement"), and are intended also as a complete and exclusive statement of the terms and conditions thereof. Any Installation Services performed by Service Provider without an Order Submission shall still be subject to these Terms. Zurn's performance is conditional upon Service Provider's assent to these Terms. NOTWITHSTANDING THE CONTENTS OF ANY FORM FROM SERVICE PROVIDER, THE ONLY EFFECT THEREOF WILL BE TO ACCEPT THESE TERMS. ANY PROVISION OF ANY FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS WILL NOT CONSTITUTE A PART OF THE AGREEMENT. NO ONLINE OR ELECTRONIC TERMS OR CONDITIONS OF SERVICE PROVIDER WILL BE BINDING UPON ZURN OR ITS CUSTOMERS EVEN THOUGH SUCH TERMS WERE "ACCEPTED" IN ORDER TO ACCESS OR USE A SYSTEM, INCLUDING BUT NOT LIMITED TO AN ORDER ENTRY SYSTEM. IN NO EVENT WILL ZURN OR ITS CUSTOMERS BE DEEMED TO HAVE WAIVED ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. The failure of Zurn or its Customers to object to provisions contained in any acknowledgement or communication from Service Provider shall not be construed as an acceptance of any such provision or as a waiver of these Terms. Without limiting the foregoing, Zurn, on behalf of itself and its Customers, expressly objects to all additional or contradictory terms specified in any other quote, email, acknowledgement, purchase order, confirmation or other document supplied by Service Provider pertaining to the Installation Services, including without limitation those terms and conditions regarding warranty and indemnity. No modification of any term or condition will be valid or binding upon Zurn or its Customers.
- 2. NON-EXCLUSIVITY; NO PURCHASE OBLIGATIONS.** Nothing herein shall be deemed to create an exclusive relationship between the parties. Zurn and its Customers have the absolute right to broker and/or purchase services, including the Installation Services, as applicable, from sources other than Service Provider. Under no circumstances shall Zurn or its Customers have an obligation to broker and/or purchase the Installation Services, as applicable, from, or issue an Order Submission to, Service Provider. For the avoidance of doubt, the Customers shall be the purchaser of Installation Services from Service Provider and in no event is Zurn purchasing Installation Services from Service Provider, nor shall Zurn have any liability whatsoever to Service Provider or Customers arising out of or relating to the Installation Services, including without limitation for any payment, Customer dispute or otherwise.
- 3. PRICE.** Service Provider warrants that the prices charged the Customers are no higher than prices charged by Service Provider to others for similar services on similar conditions.
- 4. WARRANTY.** In addition to all warranties prescribed by law, Service Provider specifically represents, warrants and guarantees to Zurn and its Customers that: (a) the Installation Services will conform strictly to their descriptions (whether oral or written, including, without limitation, on Service Provider's website and on any proposal or quote provided by Service Provider), drawings, and all applicable specifications, including, without limitation, those set forth in an Order Submission or those otherwise specified by Zurn or its Customers; (b) the Installation Services shall be fit for the purposes for which they are intended and shall be performed to Zurn's and its Customers' satisfaction; (c) Service Provider shall cause the Installation Services to be performed in a professional and workmanlike manner in accordance with best industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement; (d) each of Service Providers' employees, agents, or representatives assigned to provide the Installation Services shall have the proper skill, training, and background so as to be able to perform the Installation Services in a competent and professional manner; (e) the Installation Services and all aspects of the performance thereof shall comply with all applicable federal, state, and local laws, regulations, or orders; and (f) the Installation Services do not and shall not infringe or misappropriate, or contribute to the infringement or misappropriation of, any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights of any third party. Such warranties, including warranties prescribed by law, will run to Zurn, its Customers, and each of their respective successors, assigns, and customers.
- 5. INSPECTION; ACCEPTANCE; REJECTION.** The Installation Services purchased hereunder are subject to inspection and approval by the Customers at the designated destination for the provision of the Installation Services. The Customers shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. If any Installation Services are rejected, at the applicable Customer's option, (a) the Order Submission may be cancelled without charge or expense to the Customer, Service Provider shall reimburse the Customer for any amounts paid by the Customer on account of the purchase price of such rejected Installation Services, and Service Provider shall immediately reimburse the Customer for any damages incurred by Zurn in connection with Service Provider's provision of such defective Installation Services, or (b) Service Provider will immediately re-perform any rejected services in a manner acceptable to the Customer, and reimburse the Customer for any damages incurred by the Customer in connection with Service Provider's provision of such defective Installation Services. Payment for any Installation Services hereunder will not be deemed an acceptance thereof.
- 6. TERMINATION.** Zurn may terminate this Agreement in whole or in part, at any time for any reason or no reason (including, without limitation, the commencement of any reorganization or proceeding involving Service Provider based on actual or alleged insolvency), without liability, by notice to Service Provider. When Service Provider receives such notice, Service Provider will take any necessary action to protect the property in Service Provider's possession, if any, in which Zurn has or may acquire an interest, and, to the extent specified in the notice, stop performance of Installation Services. Service Provider may discontinue its participation under the Commercial Agreement upon 30 days prior written notice to Zurn.
- 7. INDEMNIFICATION.** Service Provider agrees to defend, indemnify, and hold Zurn, its Customers, and each of their respective parent and subsidiary entities, and each of their employees, direct or indirect customers and users, successors and assigns, harmless against any claims or demands, action or proceeding, liability, loss or expense whatsoever, including all attorneys' fees, arising from or related to (a) the Installation Services; (b) a failure to comply with specifications in the Order Submission or with the express and implied warranties of Service Provider, or any of the terms of this Agreement; (c) any act or omission of Service Provider related to the provision of the Installation Services; (d) any violation of any statute, ordinance or administrative order, rule or regulation by Service Provider, or (e) Service Provider's infringement of any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights of any third party in the provision of the Installation Services.

8. **ZURN-FURNISHED PROPERTY.** Service Provider will not disclose to any other party, or use, reproduce, or appropriate, any drawings, designs, and other property or data furnished by Zurn (“Zurn-Furnished Property”) other than for the purpose of performing the Installation Services. All Zurn-Furnished Property is being provided for use on an as-is basis, and Zurn makes no representations or warranties with respect thereto, whether express or implied. Title to Zurn-Furnished Property will remain with Zurn at all times. Zurn shall have no obligation to furnish any Zurn-Furnished Property.
9. **COMPLIANCE WITH LAWS.** Service Provider shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the Installation Services. Service Provider represents and warrants that it is in compliance with, and will continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements that relate to the provision of the Installation Services.
10. **CONFIDENTIALITY.** Service Provider acknowledges that all information furnished by Zurn and any other person acting on behalf of Zurn, whether in writing, verbally, electronically, or otherwise, and all information learned or observed about Zurn or its operations through performing this Agreement or an Order Submission, shall be deemed “Confidential Information.” Service Provider agrees to maintain and protect the confidentiality of the Confidential Information, and to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and except to Service Provider’s employees who are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those set forth herein, and who have a need to know such Confidential Information for the purpose of fulfilling Service Provider’s obligations under this Agreement. Service Provider shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Service Provider may only use the Confidential Information in the performance of the Installation Services and may not use the Confidential Information for any other purpose.
11. **SUBCONTRACTING; ASSIGNMENT.** Service Provider may subcontract its obligations with respect to the Installation Services only with Zurn’s prior written consent. Service Provider may not assign any of its rights, duties, or obligations under this Agreement without Zurn’s prior written consent. Any attempted assignment without such consent, even if by operation of law, will be void. Any consent by Zurn to Service Provider’s subcontracting or assignment will not relieve Service Provider from its obligations, from any liability for breach, or from any duty to perform hereunder. Zurn may assign this Agreement without restriction.
12. **INSURANCE.** Service Provider shall maintain, at Service Provider’s own expense, insurance coverage (including but not limited to, Workers Compensation, Employer’s Liability, Automobile Liability, Commercial General Liability) that will fully protect Service Provider, Zurn and the Customers from any and all claims and liabilities of any kind or nature (including without limitation for property damage, personal injury, death, and economic damage) that shall arise from the Installation Services. Such policies shall be occurrence policies, not claims-made policies. All insurance required by this paragraph shall be in such amounts and coverages, and shall be issued by such insurers, as to be satisfactory to Zurn. Upon request by Zurn at any time, Service Provider shall furnish Zurn with certificates evidencing this Insurance. Service Provider shall provide Zurn with thirty (30) days’ advance written notice in the event of a cancellation or material change in Service Provider’s insurance policy. Under no circumstances shall Zurn be required to provide additional insured status to Service Provider, nor shall Zurn’s insurer be required to waive subrogation rights against Service Provider or Service Provider’s insurer.
13. **RESERVATION OF RIGHTS; WAIVERS.** Zurn explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to all forms of damages. The failure of Zurn to insist upon strict performance of any of these Terms shall not be considered a continuing waiver of such term or condition, or any other term or condition, or any of Zurn’s rights. In addition, if any of these Terms are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the remainder of this Agreement and such remainder shall remain in full force and effect.
14. **INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms; provided, however, that the Customers shall be a third party beneficiary of these Terms.
16. **APPLICABLE LAW.** The validity, construction, and enforcement of this Agreement will be governed by and interpreted under the local, domestic laws of the State of Delaware. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Wisconsin. Service Provider waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in Wisconsin, and agrees not to bring any legal action relating to this Agreement except within the State of Wisconsin.
17. **SURVIVAL.** The parties’ rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, insurance, compliance with laws, warranties, and confidentiality shall survive any termination or expiration of this Agreement.