

## Mueller Refrigeration LLC

### ORDER SCHEDULE AND RETURN POLICY

The Terms and Conditions and Order Policy ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by Mueller Streamline Co. These terms apply to all sales made by Mueller Streamline Co except the extent the Terms conflict with an agreement signed by Mueller and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order of other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and/or payment of products ordered hereunder. Mueller Streamline Co's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by a representative of Mueller Streamline Co. before becoming binding on either party.

#### Scheduling and Cancellation

**Standard Product:** Product is considered standard product if it is listed in the Mueller Streamline Co., general product catalog, or in published product literature sheets.

**Scheduling Standard Product Orders:** Manufacturer will build product according to the customers' written scheduled releases or forecasts for each order. Products scheduled to ship within a thirty-day (30) window from original ship date on P.O. are non-cancelable and may only be rescheduled one time. Products scheduled to ship within a 31-60 day window may be rescheduled, but the product must be taken within three months of the original scheduled date and may only be rescheduled one time.

**Cancellation of Standard Product:** If Seller determines the Product being cancelled to be Standard Product, the amount of the cancellation charge will vary according to the (a) quantity being cancelled, (b) time frame between Buyer's request to Seller to cancel and the scheduled ship date for the order, and (c) dollar amount of order being cancelled. The calculation of the exact cancellation charge will be governed by Sellers published policies as amended from time to time at Seller's discretion. In no case will the cancellation charge be less than twenty percent (20%) of the original agreed upon purchase price.

**Custom Product:** Product is considered custom if it is not listed in the Mueller Streamline Co.'s general product catalog or in other published product literature.

**Scheduling Custom Product Orders:** Manufacturer will build product according to the customers' written scheduled releases or forecasts for each order. Products scheduled to ship within a ninety (90) day window from date of request are non-cancelable. Products scheduled to ship within a 60-90 day window from date of request may be rescheduled. The product must be taken within three (3) months of the rescheduled date and may only be rescheduled one time. In the event Mueller has established a stocking program in an effort to support customer production schedules, any uniquely purchased materials, finished goods inventory, or work in process required to build modified or custom product is the responsibility of, and must be paid for by the customer in the event of a cancellation or product modification that may result in obsolete inventory.

**Cancellation of Custom Products:** If the Product cancelled is Custom Product, Buyer agrees to pay Seller for all of Seller out of pocket costs associated with the cancellation or modification to parts or orders including, but not limited to: (i) raw materials, (ii) work in process, (iii) finished goods inventory, (iv) inventory carrying costs, (v) scrapping and disposal fees, (vi) administrative fees, (vii) reasonable and equitable profit for Seller (collectively, "Cancellation Expenses"). In no case will the cancellation charge

be less than the Seller's actual costs (including overhead and other indirect costs). The amount of cancellation charge to be paid by Buyer shall be determined at the sole discretion of Seller and may equal 100% of the amount of the order cancelled or modified. Buyer shall be entitled to receive all raw materials and work in process, and Seller agrees to ship such goods to Buyer at Buyer's expense upon receipt of payment in full or Cancellation Expenses incurred by Seller.

**Expedited Order Fees:** If an order is received, or quantities are increased, for a non-stocked part, without proper lead time, Buyer's expense will include applicable surcharges for inefficiencies and costs created in production and scheduling if Seller can meet requested receipt dates. Expenses shall be determined at the sole discretion of the Seller and will minimally be the greater value of \$150 or 10% of the order total.

#### Standard Order Information

**Minimum Order Requirements:** A minimum charge of \$50 net applies to all orders from Mueller Streamline Co. Orders less than this amount may be subject to special charges or requirements.

**Package Requirements:** Standard cataloged parts must be ordered in packaged quantities. If the order does not comply, Mueller Streamline Co. reserves the right to increase or decrease to the nearest standard package quantity.

**Order Visibility:** The customer recognizes that Mueller Streamline Co. requires visibility to complete an order in an accurate and timely manner. Depending on the part ordered, quantity required and stock on hand, the customer will be provided with lead-time information at the time of order.

**Emergency Orders:** Mueller Streamline Co. reserves the right to charge a special service fee for orders that are placed with short lead-time or considered emergency requirements. The charge may include a standard order fee for the entire order, a per piece fee for each part ordered, or fees to cover extraordinary costs including overtime or scheduling charges.

#### Special Order Information

**Minimum Order Requirements:** A minimum charge of \$100 net and 25 pieces minimum applies to all orders. Orders less than this amount may be subject to special charges or requirements.

**Package Requirements:** Depending on the part, specialized packaging may require adjustments to the order quantities to meet appropriate packaged quantities. This is subject to inquiry at the time of the order.

**Order Visibility:** Due to the nature of special orders, the customer recognizes Mueller Streamline Co. may not have stock available at the time of order. Due to this, Mueller Streamline Co. will require a minimum of 2 weeks to process any new part orders. Depending on the part ordered, quantity required and stock on hand, the customer may be provided with better lead-time information at the time of order.

**Emergency Orders:** Mueller Streamline Co. reserves the right to charge a special service fee for orders that are placed with short lead-time or considered emergency requirements. The charge may include a standard order fee for the entire order, a per piece fee for each part ordered, or fees to cover extraordinary costs including overtime or scheduling charges.

#### Return Policy

**Return Requests:** All returns to Mueller Streamline Co. must be issued a Return Material Authorization (RMA) number prior to the return of the product. The number will be provided by a Customer Service Representative. Mueller Streamline Co. reserves the right to refuse any product that has not been

accompanied by an RMA number. All buyer/credit requests are to be made within 12 months of the Buyer's receipt of goods. Buyer shall provide specific original purchase information or documentation for all RMA/Credit requests. If no such information can be provided, Seller reserves the right to establish all RMA/Credit pricing.

**Stocking Fees:** Buyer shall assume a minimum 30% restock fee for all returns of current product where no fault was attributable to the Seller. Product must be returned in original packaging, unused, and be packaged to eliminate any possibility of damage in shipment. Mueller Streamline Co. may opt to charge a higher fee, depending on the part being returned, the quantity, or the age of the product. At any time, Mueller may decide that it will not allow the return of product based on its discretion.

**Package and Shipping Requirements:** The seller reserves the right to refuse returned product that upon inspection by the Seller is determined to be in "non-sellable" condition. Unless authorized by the Seller on a Mueller Streamline Co. RMA, the Buyer shall assume all return freight charges. In Seller authorized exceptions, only Mueller Streamline Co. approved carrier may be used. Any freight damaged or shipment shortage issues must be presented to the freight carrier or Seller within 15 days of the Buyer's receipt of goods.