



TERMS AND CONDITIONS

Effective January 1, 2009

PRICES

Prices are in U.S. dollars. Pricing, terms, and conditions are subject to change without notice.

LIMITED TRADE WARRANTY

Underhill International Corporation (Underhill) warrants to its trade customers that its products will be free from original defects in material and workmanship for a period of time (commencing on the date of original sale to the trade customer) as follows:

Following Underhill trademarked products, which include the following categories:

2Wire 2 YEARS

Profile 2 YEARS

Accessories 2 YEARS

Mirage 1 YEAR

This warranty applies only to Underhill products, which are installed as specified and used as intended for irrigation purposes. This warranty applies only to cataloged products, which have not been altered, converted, damaged, misused, or misapplied. This warranty does not cover products adversely affected by the system into which the products are incorporated, including improperly designed, installed, operated, or maintained systems, or systems using water containing corrosive chemicals, electrolytes, sand, dirt, silt, rust, and scale. This warranty does not cover component failures caused by lightning strikes, (with exception to 2Wire as long as it's installed per our specification and grounded properly) electrical power surges, or damage caused by freezing environments.

Underhill's liability is limited to the repair and/or replacement at Underhill's sole discretion, of products that are returned prepaid through the trade customer to the factory and found by Underhill to be defective, but in no event shall Underhill's liability exceed Underhill's selling price of the product.

Underhill makes no other warranties, expressed or implied. No representative, agent, or distributor or other persons has the authority to waive, alter, or add to the printed provisions of this warranty, or to make representation of warranty not contained herein. **THE SOLE AND EXCLUSIVE REMEDY AGAINST UNDERHILL IS LIMITED TO REPAIR OR REPLACEMENT; UNDERHILL IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR TO INSPECT, REMOVE, OR REPLACE PRODUCTS, VEGETATION LOSS, COSTS OF SUBSTITUTE EQUIPMENT OR SERVICES, PROPERTY DAMAGE, LOSS OF USE OR LOSS OF**

PROFITS; NOR IS UNDERHILL LIABLE FOR ECONOMIC LOSSES, LOST PROFITS, CONSEQUENTIAL DAMAGES OR DAMAGE TO PROPERTY ARISING OUT OF UNDERHILL'S NEGLIGENCE OR BASED ON STRICT LIABILITY IN TORT. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UNDERHILL INTERNATIONAL CORPORATION BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER OCCASIONED.

The user and/or trade customer agrees to the limitations and exclusion of liability of this warranty by purchase or use of Underhill products.

Some states do not permit the exclusion or limitation of incidental or consequential damages or of implied warranties. Therefore, some of the exclusions or limitations may not apply to you.

Underhill reserves the right to redesign, alter or modify its products and shall incur no liability if a trade customer's inventory of Underhill goods becomes obsolete. Alterations, modifications, and redesign of a product shall not be evidence that the previous product design was defective and the user and/or trade customer so agrees by purchase or use of Underhill products.

CREDIT

New Customers: New customers will be authorized to purchase on an open account basis by providing sufficient financial information to establish credit. Otherwise, customers may purchase by cash, credit card, wire transfer, or letter of credit terms, if and until an open account is approved.

Establishing credit: A recent financial statement, including an income statement and balance sheet from the most recent two-year period may be required with a completed Underhill Credit Application. The Underhill accounting department will establish an appropriate credit line after review of these documents and any additional information is requested.

Letter of Credit: Most foreign distributors purchase equipment on a letter of credit basis. If this is required, please request letter of credit issuance instructions from your inside representative at Underhill.

Credit Hold: Customers with unpaid invoices that are past due or who have exceeded their credit limit will be placed on credit hold. Underhill will notify customer of any orders that cannot ship due to credit hold. Credit holds can only be released by Underhill Accounting Department.

Collection: Past due accounts are subject to an interest charge of 18% per annum.

MINIMUM ORDER

\$250.00 net. Smaller orders billed at this minimum charge. (Does not apply to online orders)

Orders under minimum box quantities are subject to a 5% surcharge.

TERMS

Net 30 days, past due 31 days.

PROCESSING

Standard Orders: Orders placed by 1:00 PM Pacific Standard Time will be processed & shipped within 24 hours - depending on stock availability.

Rush Orders: Orders requesting Next Day Service, placed by 10:00 AM Pacific Standard Time, will be processed & shipped on the same day - depending on stock availability.

FREIGHT

All prices quoted are Ex Works Lake Forest, California, USA.

CLAIMS

All claims for shortage must be submitted in writing to Underhill customer service within 15 days after receipt of goods.

MERCHANDISE RETURNS

All returns must have prior approval by Underhill customer service. Customer service will issue an authorization (RMA#) that must be affixed to two sides of the shipping carton. Non-warranty returns must have prior approval, will not be accepted for obsolete or shopworn products, and are subject to 30% restocking charge.

RECALLS

If it is determined that any shipment of product is defective after leaving the factory, a notice will be sent to the customer advising of the situation. The defective product can then be returned to the factory and exchanged for a new product. Underhill International will pay for the cost of shipping recalled product.