hansgrohe

Showroom Sales Program 2022

hansgrohe. Meet the Beauty of Water.

Trade Purchase Program (1 of 3)

	Standard	Premier	Elite
2021 Annual Sales	\$25K - \$100K	\$100K +	\$300K +
Pricing Multiplier*	0.45	0.405	0.405
Base Rebate	Not Eligible	1% net purchases	2% net purchases
Growth Rebate	Not Eligible	Eligible (See page 3)	Eligible (See page 3)
Business Development Funds	Not Eligible	2% (See page 3)	2% (See page 3)

Additional Termsand Conditions:

Tier Qualifications:

Tier qualification will be calculated based on calendar year net total of shipped, invoiced purchases, for trade and hospitality/project sales (distribution channel 01 & 05) and are derived solely from Hansgrohe Inc.'s records. Customer must maintain purchase levels for current tier to remain in tier and continue to receive annual base rebate, annual growth rebate and quarterly business development fund payments.

Purchase Prices:

Discounts are calculated from the then-current, published list price of AXOR and Hansgrohe branded products. All purchase prices are subject to change without notice and are exclusive of any shipping, delivery or handling charges that may apply*. ESS branded products are subject to previously agreed upon multiplier.

2021 Annual Sales:

Annual Sales are calculated based on calendar year gross total of shipped, invoiced purchases, for trade and hospitality/ project sales (distribution channel 01 & 05), less all credits and returns, and are derived solely from Hansgrohe Inc.'s records. For new accounts, purchases will be prorated during the first year of business in order to determine purchase Tier for the subsequent calendar year.

Base Rebate:

Base rebate paid annually based on calendar year net total of shipped, invoiced purchases, for trade and hospitality/ project sales (distribution channel 01 & 05), from AXOR, hansgrohe and ESS brands, less all credits and returns, and are derived solely from Hansgrohe Inc.'s records. All freight costs (5%) and cash discounts (2%) will be deducted to determine net purchases. For new accounts, purchases will be prorated during the first year of business in order to determine purchase Tier for the subsequent calendar year.

Growth Rebate:

Growth rebate paid annually based on calendar year net total of shipped, invoiced purchases, for trade and hospitality/ project sales (distribution channel 01 & 05), from AXOR, hansgrohe and ESS brands, less all credits and returns, and are derived solely from Hansgrohe Inc.'s records. All freight costs (5%) and cash discounts (2%) will be deducted to determine net purchases. For new accounts, purchases will be prorated during the first year of business in order to determine purchase Tier for the subsequent calendar year.

Gross Annual Purchase Growth	Rebate	Payment
10% gross purchase growth	1%	Rebate back to dollar one on Net* Purchases
15% gross purchase growth	2%	Rebate back to dollar one on Net* Purchases
20% gross purchase growth	3%	Rebate back to dollar one on Net* Purchases
25% gross purchase growth	4%	Rebate back to dollar one on Net* Purchases
30% gross purchase growth	5%	Rebate back to dollar one on Net* Purchases
Total	5%	Rebate potential

* Net Purchases are defined as invoiced purchases less all credits and returns, cash discounts and freight costs (calculated at 7% of total gross purchases).

Rebate Calculation Example:

Gross Sales	\$500,000
Credits / Returns	- 25,000
Sub-Total	\$475,000
Freight Costs / Cash Discount	- 33,250 (Calculation: \$475,000 x 7% = \$33,250)
Net Sales	\$441,750
Rebate	\$13,252.50 (Calculation: \$441,750 x 3% = \$13,252.50)

Business Development Funds:

Business development funds paid quarterly based on net total of shipped, invoiced purchases, for trade sales (distribution channel 01), from AXOR, hansgrohe and ESS brands, less all credits and returns, and are derived solely from Hansgrohe Inc.'s records. All freight costs (5%) and cash discounts (2%) will be deducted to determine net purchases. Project/hospitality sales are excluded from business development fund calculations. Usage of funds must be planned and approved by Hansgrohe Regional Manager. Proof of performance for all used funds must be provided on a quarterly basis to Hansgrohe Regional Manager. Payment dates: April 2022, July 2022, October 2022, January 2023.

Additional Termsand Conditions:

Terms:

2%10days;net30days

Freight:

All orders are shipped by the method and carrier of Hansgrohe, Inc.'s choosing. If special routing or expedition is requested, Hansgrohe Inc. reserves the right to invoice the customer for any additional costs incurred. Full freight is allowed only on shipments of \$2,500 or more net, invoice value, for ground shipments within the contiguous United States. All shipments of less than \$2,500 or outside the contiguous United States will be shipped F.O.B. Alpharetta, Georgia and paid by the customer. Oversized packages will be paid by customer, based on carrier's published price plus handling.

Damage or Loss:

Hansgrohe Inc.'s responsibility for damage or loss ends at the time Hansgrohe, Inc. delivers merchandise in original condition to the carrier. Delivery to the carrier constitutes delivery to the customer. All claims for damaged or lost shipments should be made promptly by the customer to the carrier.

Claims:

All claims to Hansgrohe, Inc. must be made within seven (7) days of receipt of merchandise.

Drop Shipments:

All claims to Hansgrohe, Inc. must be made within seven (7) days of receipt of merchandise.

Returns:

A Hansgrohe, Inc. RGA number (as described below) must accompany all returns, and all returns will incur a 25% (\$20 minimum) restocking fee. Return all items in their original packaging. Damaged or unusable boxes will incur a \$10 or \$40 per item re-box charge (as described below). See the Hansgrohe Return Goods Policy and the then- current AXOR or Hansgrohe Price Books for more information.

Stock Rotation:

Hansgrohe, Inc. will allow a maximum of one 2 for 1 stock rotation (RGA) request every six months (excludes phase-out product). An order of at least twice the value of the return must accompany the RGA request. The 25% restocking fee will be waived for stock rotations that meet the above stated policy and are approved by Hansgrohe, Inc. in its sole discretion. No rotation will be accepted after November 30th of a calendar year. The above terms and conditions are incorporated into all purchase orders submitted to and accepted by Hansgrohe, Inc. Hansgrohe, Inc. shall have no liability to customer or any third party if it does not accept an order or is unable to supply products for any reason. Each order is subject to Hansgrohe Inc.'s acceptance in its sole discretion. Customer is solely responsible for all aspects of its orders submitted to Hansgrohe, Inc.

Additional Terms and Conditions:

Gross Annual Purchases are calculated based on prior calendar year total of shipped, invoiced purchases, and are derived solely from Hansgrohe Inc.'s records. New accounts established during a calendar year are eligible for the AXOR and Hansgrohe Trade Rebate program, provided they reach the full qualification threshold during that calendar year. Gross Annual Purchases will not be prorated to determine a rebate qualification during the first year of business. Customer must be in good credit standing with Hansgrohe, Inc. in order to qualify for an annual rebate. Rebates will be issued in the form of a credit to account and submitted by March 15th of the following calendar year. Only one Hansgrohe, Inc. rebate program participation per customer. Customers participating in Buying Groups are solely eligible for their group program. Hansgrohe, Inc. reserves the right to change this program without notice and solely at its discretion or to conduct business on a direct basis with partners of its choosing. Possession of these terms does not constitute an offer of a direct account with Hansgrohe, Inc. Please refer to the current Hansgrohe, Inc. price books for additional terms, conditions and warranty information.

Offering our customers the highest quality at all times is a fundamental part of the Hansgrohe, Inc. company philosophy. We offer consumers a limited warranty on our hansgrohe[®] and AXOR[®] branded products. The terms and conditions of the warranty can be found below.

This warranty is limited to products manufactured by Hansgrohe, Inc. that are purchased from a Hansgrohe, Inc. authorized seller by a consumer in the United States or Canada after September 1, 2019 and installed in either the United States or in Canada.

I. WARRANTY

Hansgrohe, Inc. warrants to the original consumer purchaser that hansgrohe and AXOR products will be free from defects in material and workmanship for as long as the original consumer purchaser owns both the product and the home in which the product was originally installed. For commercial purchasers, the warranty period is (a) one (I) year for hansgrohe products and (b) five (5) years for AXOR products, in each case from the date of purchase. The warranty period for products in the Rubbed Bronze, Matte Black, Matte White finish is three (3) years from the date of purchase. This warranty is non-transferable.

II. WHAT WE WILL DO

Hansgrohe, Inc., at its option, will replace any product or part of the product that proves defective in workmanship and/or material, under normal installation, use, service and maintenance. If Hansgrohe, Inc. is unable to provide a replacement part or product and repair is not practical or cannot be made in timely fashion, Hansgrohe, Inc. may elect to refund the purchase price in exchange for the return of the defective product. REPAIR OR REPLACEMENT (OR, IN LIMITED CIRCUMSTANCES, REFUND OF THE PURCHASE PRICE) AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER.

III. WHAT IS NOT COVERED BY THE WARRANTY

Because Hansgrohe, Inc. is unable to control the quality of hansgrohe or AXOR products sold by unauthorized sellers, unless otherwise prohibited by law, this warranty does not cover hansgrohe or AXOR products purchased from unauthorized sellers. Authorized sellers can be found on hansgrohe and AXOR branded websites.

Labor and other expenses for disconnection, deinstallation, or return of the product for warranty service (including but not limited to proper packaging and shipping costs), or for installation or reinstallation of the product are not covered by this warranty. Hansgrohe, Inc. shall not be liable for any damage to the product resulting from reasonable wear and tear, outdoor use, misuse (including use of the product for an unintended application), freezing water, excessive water pressure, pipe corrosion in the home in which the product is installed, abuse, neglect or improper or incorrectly performed installation, maintenance or repair, including the use of abrasive or caustic cleaning agents or "no-rinse" cleaning products.

This warranty does not cover: (i) accessories, connected materials and products, or related products not manufactured by Hansgrohe, Inc. (ii) any hansgrohe or AXOR product sold for display purposes or (iii) hansgrohe or AXOR products purchased from unauthorized sellers.

IV. WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE OR INFORMATION

Contact your retailer, or contact Technical Service at: Hansgrohe, Inc. 1492 Bluegrass Lakes Parkway Alpharetta, GA 30004 Toll-free 800-334-0455

In requesting warranty service, you will need to provide:

I. The sales receipt or other evidence of the date and place of purchase.

2. A description of the problem.

3. Delivery of the product or the defective part, postage prepaid and carefully packed and insured, to: Hansgrohe, Inc. 1492 Bluegrass Lakes Parkway Alpharetta, GA 30004 Toll-free 800-334-0455

When warranty service is completed, any repaired or replacement product or part will be returned to you postage prepaid. REVISED SEPTEMBER I, 2019.

Limitation on Duration of Implied Warranties. Some States do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

Limitation of Special, Incidental or Consequential Damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the below limitations and exclusions may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER, AND HANSGROHE, INC. SHALL NOT BE LIABLE FOR, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. HANSGROHE, INC. SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PRODUCT RESULTING FROM REASONABLE WEAR AND TEAR, OUTDOOR USE, MISUSE (INCLUDING USE OF THE PRODUCT FOR AN UNINTENDED APPLICATION), FREEZING WATER, EXCESSIVE WATER PRESSURE, PIPE CORROSION IN THE HOME IN WHICH THE PRODUCT IS INSTALLED, ABUSE, NEGLECT OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING THE USE OF ABRASIVE OR CAUSTIC CLEANING AGENTS OR "NO-RINSE" CLEANING PRODUCTS. Notice to residents of the State of New Jersey: The provisions of this warranty, including its limitations, are intended to apply to the fullest extent permitted by the laws of the State of New Jersey.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Hansgrohe, Inc. Limited Warranty (3 of 3)

Product Instructions and Questions:

Upon purchase or prior to installation, please carefully inspect your Hansgrohe product for any damage or visible defect. Prior to installing, always carefully study the enclosed instructions on the proper installation and the care and maintenance of this product. If you have questions at any time about the use, installation or performance of your Hansgrohe product, or the Limited Warranty, please write us or call us toll-free at 800-334-0455.

Hansgrohe Return Goods Policy

Hansgrohe, Inc. is dedicated to customer satisfaction. If for any reason you must return a product to us, please follow our Return Policy. Product should not be returned for credit or replacement without prior written authorization from Hansgrohe, Inc. Any product returned and received by Hansgrohe without prior written authorization will not be accepted. You will be notified, and the items will be returned at your expense.

- To return any AXOR or Hansgrohe products you must first obtain a Return Goods Authorization (RGA) number from us. Fax (770-889-1783), phone (800-334-0455) or e-mail (customerservice@hansgrohe-usa.com) your request to Hansgrohe, Inc. listing the invoice number or purchase order number, part number(s), quantity and the reason for the return. An RGA number and a copy of the list of items approved for return will be faxed to you.
- Return Goods Authorization will expire 60 days after the date of issue.
- AXOR or Hansgrohe items returned will incur a 25% (\$20 minimum) restocking charge, unless the return is due to a Hansgrohe error or if there is a product defect.
- All items must be returned in their original product box. Shower panels and shower columns will incur a \$40 per item re-box charge. All other damaged or otherwise unusable boxes will incur a \$10 per item re-box charge. All AXOR and Hansgrohe product boxes must be placed in outer shipping carton(s) with adequate packing material to ensure that the product is not damaged while in transit. Please include a copy of the faxed RGA in your shipment. The RGA number must be clearly written on the outside of the shipping carton(s) and be referenced on the shipping label(s).
- Hansgrohe will not accept returns on phase-out product after five months from the date of the announcement from Hansgrohe, Inc. Any returns of such product during this five-month period will incur a 25% restocking fee.
- Hansgrohe will not accept returns on discontinued product that is not listed in the current price book.
- Stock Rotations: Hansgrohe will accept a maximum of one 2 for 1 stock rotation every six months (excludes phase-out product). An order at twice the value of the return must accompany the RGA request. The 25% restocking fee will be waived for stock rotations that meet the above stated policy.

The return shipment should be sent freight prepaid to:

Hansgrohe, Inc. Attn: RGA Department 1492 Bluegrass Lakes Parkway Alpharetta, GA 30004

Receipt of returned product does not guarantee credit. The value of the returned goods will be determined following inspection of the items received. Credit will only be issued for those items that meet Hansgrohe's Return Goods Policy conditions.

Easy Sanitary Solutions ESS Warranty (1 of 2)

Easy Sanitary Solutions ("ESS") develops, produces and supplies high-quality bathroom solutions throughout the world, which includes the Easy Drain linear shower drains. We strive to provide optimal service and competitive prices for our customers. This is supported by a factory warranty provided with each new product with which we express our confidence in the quality of our products. These warranty terms and conditions describe the warranty conditions and the procedures related to the factory warranty claims.

Warranty

Under this Factory Warranty ("Warranty") ESS warrants to the first and original purchaser of the ESS product set forth in Part 1. above ("Customer"), such product hereinafter referred to as the "Product", that such Product shall be free from material Defects for a period of ten (10) years as of the date of the original ESS invoice. "Defect" as used in these warranty terms means a manufacturing or a design defect that materially impinges on the use of the Product and which is solely attributable to ESS and that was not detectible at the time of delivery of the Product or part of the Product.

In case of a Defect, Customer must:

- 1. Stop using the Product immediately, unless instructed by ESS or ESS's authorized dealer in writing otherwise.
- 2. Complete, sign, email or fax the "Warranty Claim Form"immediately to ESS's authorized dealer, but not later than five (5) days after the defect first occurred, was first discovered, or reasonably should have been discovered. Do not contact ESS in connection to any warranty claims, always contact your ESS's authorized dealer first mentioned above, or any other ESS's authorized dealer, if geographically closer to the location of the Product.
- 3. Allow ESS's authorized dealer and/or any other party authorized by ESS to inspect the Product.
- 4. Follow all instructions by ESS's authorized dealer and ESS.

In case of a valid warranty claim regarding a defective Product, Customer will be provided with repair services and spare parts at no cost for Customer. In case of a valid warranty claim regarding a defective Product (spare) part, Customer will be provided with a (spare) part, or replacement product with similar specifications, at no cost for Customer.

Restrictions and Exclusions

The Warranty will be effective only in connection to claims furnished within the applicable warranty period as described herein, and if (1) the Customer signs and returns the warranty registration form to ESS within fourteen (14) days of delivery of the Product; (2) the Customer gives ESS's authorized dealer written notice of a claim under this Warranty within five (5) days after the Customer discovers, or should have discovered the existence of the condition that gives rise to the claim, and (3) ESS or its authorized dealer has been provided the opportunity to inspect the Product subject to a claim, within ten (10) days after the written notice set forth under (2) above. This Warranty shall not apply to any Products sold by non-authorized ESS dealers and shall not apply to glass products and glass parts. Additionally, scratches are not covered by this Warranty. Only Products that are wholly accessible are covered by this Warranty. Notwithstanding anything to the contrary in this Warranty, any damage or defect resulting in whole or in part from any of the following causes is NOT covered by this Warranty:

- 1. Normal wear and tear.
- Improper handling, installation, or use of the Product or any part thereof, including use not in compliance with the Product's manual.
- 3. Installation by unauthorized and/ or unlicensed persons or installation contrary to local construction regulations.
- Use of incorrect cleaning agents, aggressive environmental influences (such as chemicals, cleaning agents), lime scale or disruptions due to ice and/ or lime.
- Improper, insufficient, and/or unauthorized maintenance, repair or replacement of the Product or any parts of the Product.
- 6. Unauthorized modification of the Product or any parts of the Product.
- 7. Use or installation of parts that are not original ESS parts.
- 8. Excessive load, incorrect, improper or unnatural use of the Product.
- 9. Deliberate or negligible destructive use.
- Force majeure events, such as floods, fires, winds, lightning, accident, vandalism, terrorism, war, malicious mischief, or other causes outside the control of ESS.

DISCLAIMER

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF DAMAGES

CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCTS FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL ESS BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS.

No person other than the Customer and ESS shall have any rights to enforce any term of this Warranty. ESS shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Customer, to any purchaser of substantially all of the assets of ESS or to any financially responsible party in connection therewith. If Customer is located in North America and/or the Products were supplied by an authorized ESS dealer located in North America, this Warranty will be governed by the laws of the State of New York, without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. Unless stated otherwise in writing, all agreements shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to this Warranty or the relationship of the parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.

ANY CAUSE OF ACTION AGAINST ESS, REGARDLESS OF WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

If Customer is located outside of North America and the Products were supplied by an authorized ESS dealer outside of the North America, this Warranty will be governed by the laws of The Netherlands and all disputes or claims arising out of or related to this Warranty or the contract or contracts related to the sale

and/or installation of the Products shall be resolved by in accordance with the Arbitration Rules of the Netherlands Arbitration Institute and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The proceedings shall be conducted in the English language and the place of Arbitration will be Amsterdam, The Netherlands.

In the event of the arbitration (or litigation) of any dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorney's fees, expert witness fees, and other costs associated with the particular claim.

1 Purchase Orders

- Submit all new customer purchase orders of AXOR and hansgrohe branded products to: orders@hansgrohe-usa.com
- Submit all new customer purchase orders of ESS branded products to: ess@hansgrohe.com
- Processing time is 24-48 hours on purchase orders
- Cut off for Next Day Air or 2-Day Air, and same day shipments is 3 pm EST.

2 Return Good Authorization

- Submit all Return Good Authorization requests for AXOR and hansgrohe branded products to: orders@hansgrohe-usa.com
- Submit all Return Good Authorization requests for ESS branded products to: ess@hansgrohe.com
- For more information regarding return of ESS branded products, please review the ESS terms and conditions at https:// www.easydrainusa.com/terms-and-conditions/
- Requests must include:
- Dealer name/address
- SKU and quantity
- Original purchase order number
- Reason for return
- Requests will be processed in 48-72 hours.

3 Warranty

- Submit all warranty questions/requests for AXOR and hansgrohe branded products to: customerservice@hansgrohe.com
- Submit all warranty questions/requests for ESS branded products to: ess@hansgrohe.com
- Requests must include:
- ^D Homeowner Name, Address, Phone (this must be included)
- Original SKU
- Finish
- Installation Date
- Reason
- ^a Ship to address if different from homeowner address
- " When possible please include a copy of the parts breakdown with the items in question circled or a photo of the issue
- Request will be processed in 48-72 hours.

4 Customer and Technical Support

- Product questions, stock check, purchase order tracking, and general questions can be sent to:
- For AXOR and hansgrohe branded products: customerservice@hansgrohe-usa.com
- For ESS branded products: ess@hansgrohe.com
- Response time is 24 hours for email requests.
- If you need an immediate response please call:
- ^a Customer Service: 1-800-334-0455 and select option 1
- ^a Technical Service: 1-800-334-0455 and select option 2