

**CONFIDENTIAL**

**SUGGESTED PRICE LIST**



Fax Orders:  
**262-554-3620**  
Customer Service:  
**800-845-8345**

Effective January 1, 2018 (Supersedes January 1, 2017 prices)  
All prices in U.S. Dollars. Prices and specifications subject to change without notice.  
Website:  
www.insinkerator.com/foodservice



**BASE DISPOSERS** Includes: Disposer and Mounting Gasket



Capacity	HP	Model	Price	Height	Support Legs	Voltage/Phase	
Light	1/2	LC-50	\$1,399	14 1/2"	Not Available	<input type="radio"/> 115V 1 Ph	
Small	1	SS-100	\$2,025	17" / 18.25"	Available	<input type="radio"/> 115/208-230V 1 Ph	
Medium	2	SS-200*	\$3,017	18 1/2" / 19.25"	Included	<input type="radio"/> 208-230/460V 3 Ph	
	3	SS-300*	\$4,182	23 1/2"		Factory Installed	<input type="radio"/> 208-230/460V 3 Ph
Large	5	SS-500*	\$5,490		20" Short Body		<input type="radio"/> 208-230/460V 3 Ph
	10	SS-1000*	\$8,722				

**DISPOSER PACKAGES** Includes: Disposer, Solenoid Valve, Control, Syphon Breaker, Mounting, and Flow Control Valve

Control Only	\$3,480	\$2,753	\$1,447	\$888	\$1,271	\$252
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**WITH SINK COLLAR**

Capacity	HP	Model	Mounting	AS-101	CC-101	CC-202	MRS	MSLV	MS	Voltage/Phase
Small	1	SS-100	<input type="radio"/> #5 Sink Flange Kit For 3 1/2"-4" openings	\$5,357	\$4,723	\$3,593	\$2,912	\$3,401	\$2,604	1 Phase <input type="radio"/> 115V <input type="radio"/> 208-230V
Medium	2	SS-200*	<input type="radio"/> #6 Collar Adaptor Kit For 6" trough openings	\$5,985	\$5,366	\$4,245	\$3,532	\$4,051	\$3,319	3 Phase <input type="radio"/> 208-230V <input type="radio"/> 460V
			<input type="radio"/> #7 Collar Adaptor Kit For 6" sink openings							
Large	3	SS-300*	<input type="radio"/> #6 Collar Adaptor Kit For 6" trough openings	\$7,159	\$6,516	\$5,333	\$4,544	\$5,123	\$4,400	3 Phase <input type="radio"/> 208-230V <input type="radio"/> 460V
	5	SS-500*	<input type="radio"/> #7 Collar Adaptor Kit For 6" sink openings	\$8,604	\$7,929	\$6,667	\$5,789	\$6,438	\$5,717	
	10	SS-1000*		\$12,207	\$11,467	\$10,037	-	-	-	



**WITH BOWL**

Capacity	HP	Model	Bowl Size	Kit Type	AS-101	CC-101	CC-202	MRS	MSLV	MS	Voltage/Phase
Small	1	SS-100		"A" Removable splash baffle, bowl cover, and mounting adaptor	\$5,697	\$5,082	\$3,972	\$3,277	\$3,781	\$3,041	1 Phase <input type="radio"/> 115V <input type="radio"/> 208-230V
Medium	2	SS-200*	<input type="radio"/> 12"	"B" Sleeve guard, removable splash baffle, and mounting adaptor	\$6,334	\$5,728	\$4,617	\$3,884	\$4,420	\$3,736	3 Phase <input type="radio"/> 208-230V <input type="radio"/> 460V
			<input type="radio"/> 15"								
Large	3	SS-300*	<input type="radio"/> 18"	"C" Removable splash baffle and mounting adaptor	\$7,486	\$6,856	\$5,683	\$4,874	\$5,471	\$4,795	3 Phase <input type="radio"/> 208-230V <input type="radio"/> 460V
	5	SS-500*			\$8,912	\$8,249	\$6,997	\$6,100	\$6,767	\$6,093	
	10	SS-1000*			\$12,583	\$11,850	\$10,418	-	-	-	

**INFORMATION REQUIRED TO ORDER:**

Model + Mounting + Control + Voltage/Phase  
Example: SS-300 12A AS101 208-230V 3 Ph

**INDUSTRY EXCLUSIVE!**

- Up to 70% Water Savings
- Automatically regulates water flow to grind load
- FREE 3-Year Warranty Upgrade with new AS-101 packages

Adaptors available for all competitor sink bowls or cones.

\*Short body model available; reduces overall height of disposer.

**FREE FREIGHT ON EVERY ORDER!**

SEE BACK PAGE FOR FREIGHT TERMS

## POWERRINSE® WASTE COLLECTION SYSTEMS



Model	Tray	Price	Package Includes	Voltage / Phase
PRS	<input type="radio"/> Standard Sized for everyday applications	\$12,180	<ul style="list-style-type: none"> <li>Tray (Mounting)</li> <li>Scrap Basket</li> <li>Plume Hose</li> <li>Waste Collector Base Assembly</li> <li>Mounting Hardware</li> <li>Diffuser Assembly (PRT)</li> <li>Basket Cover (PRT)</li> </ul>	<b>1 Phase</b> <input type="radio"/> 110-120V <input type="radio"/> 208/220-240V  <b>3 Phase</b> <input type="radio"/> 208/220-240V <input type="radio"/> 460-480V
PRP	<input type="radio"/> Pot/Pan Increased tray width provides additional workspace			
PRT	<input type="radio"/> Trough Accommodates multiple operators			

**INFORMATION REQUIRED TO ORDER:** Example: **Model + Voltage/Phase** PRP 208/220-240V 3 Ph

## WASTEXPRESS® FOOD WASTE REDUCTION SYSTEMS

Capacity	HP	Disposer Model	Mounting	Price	Package Includes	Voltage / Phase				
Large	5	WX500	<input type="radio"/> #6 Collar Adaptor Kit For 6%" trough openings	\$28,907	<ul style="list-style-type: none"> <li>WasteXpress Disposer</li> <li>WasteXpress Control (WX101A)</li> <li>WasteXpress Dewatering Unit</li> <li>Mounting</li> <li>Syphon Breaker</li> <li>Flow Control Valve*</li> <li>10 gallon (37.9 L) Waste Bin</li> <li>(2) 24V Water Solenoids</li> <li>Magnetic Silver Saver (trough only)</li> </ul>	<b>3 Phase</b> <input type="radio"/> 208/220-240V <input type="radio"/> 460-480V				
			<input type="radio"/> #7 Collar Adaptor Kit For 6%" sink openings							
			<table border="1"> <thead> <tr> <th>Bowl Size</th> <th>Kit Type</th> </tr> </thead> <tbody> <tr> <td><input type="radio"/> 18"</td> <td><input type="radio"/> "A" Removable splash baffle, bowl cover, and mounting adaptor</td> </tr> </tbody> </table>	Bowl Size	Kit Type	<input type="radio"/> 18"	<input type="radio"/> "A" Removable splash baffle, bowl cover, and mounting adaptor	\$29,568	* Size varies by application: 2 GPM (7.6 LPM) for LEED, 3 GPM (11.4 LPM) for Bowl, or 5 GPM (18.9 LPM) for Trough. <i>Note: Dish table not included.</i>	
Bowl Size	Kit Type									
<input type="radio"/> 18"	<input type="radio"/> "A" Removable splash baffle, bowl cover, and mounting adaptor									

**INFORMATION REQUIRED TO ORDER:** Example: **Model + Mounting + Control** WX500 18A WX101A

## TRI-CYCLE® FOOD WASTE REDUCTION SYSTEMS

Capacity	HP	Disposer Model	Mounting	Price	Package Includes	Voltage / Phase				
Large	5	WX500	<input type="radio"/> #6 Collar Adaptor Kit For 6%" trough openings	\$26,447	<ul style="list-style-type: none"> <li>WasteXpress Disposer</li> <li>WasteXpress Control (WX101A)</li> <li>WasteXpress Dewatering Unit</li> <li>Mounting</li> <li>Syphon Breaker</li> <li>Flow Control Valve*</li> <li>10 gallon (37.9 L) Waste Bin</li> <li>(2) 24V Water Solenoids</li> <li>Magnetic Silver Saver (trough only)</li> </ul>	<b>3 Phase</b> <input type="radio"/> 208/220-240V <input type="radio"/> 460-480V				
			<input type="radio"/> #7 Collar Adaptor Kit For 6%" sink openings							
			<table border="1"> <thead> <tr> <th>Bowl Size</th> <th>Kit Type</th> </tr> </thead> <tbody> <tr> <td><input type="radio"/> 18"</td> <td><input type="radio"/> "A" Removable splash baffle, bowl cover, and mounting adaptor</td> </tr> </tbody> </table>	Bowl Size	Kit Type	<input type="radio"/> 18"	<input type="radio"/> "A" Removable splash baffle, bowl cover, and mounting adaptor	\$27,189	* Size varies by application: 2 GPM (7.6 LPM) for LEED, 3 GPM (11.4 LPM) for Bowl, or 5 GPM (18.9 LPM) for Trough. <i>Note: Dish table not included.</i>	
Bowl Size	Kit Type									
<input type="radio"/> 18"	<input type="radio"/> "A" Removable splash baffle, bowl cover, and mounting adaptor									

**INFORMATION REQUIRED TO ORDER:** Example: **Model + Mounting + Control** WX500 18A WX101A

## HOT WATER DISPENSERS

Model	Price	Features	Watts / Voltage	Model	Price	Features	Watts / Voltage
C1300	\$727	<ul style="list-style-type: none"> <li>200°F (93.3°C) near-boiling water</li> <li>Durable all-brass construction faucet with 90° swiveling gooseneck</li> <li>2/3-gallon (2.5 L) stainless steel tank</li> <li>Easy-to-adjust temperature control 160–200°F (71.1–93.3°C)</li> <li>Instant, self-closing hot water valve</li> <li>Mounts in standard sink opening or 1.25" (31.75 mm) drilled hole</li> <li>Available in chrome finish</li> </ul>	<b>1 Phase</b> 1300W/115V (11.3 amps) <input type="radio"/>	WASH	\$000	<ul style="list-style-type: none"> <li>Heats and mixes hot water from tank with incoming cold water to deliver warm water on demand</li> <li>Adjustable output temperature regardless of incoming water temperature variances</li> <li>Requires only cold water supply line</li> <li>Easy-action lever with ceramic disc valve</li> <li>Easy-to-adjust temperature control</li> <li>Available in chrome finish</li> </ul>	<b>1 Phase</b> 1300W/115V (11.1 amps) <input type="radio"/>

# INSINKERATOR COMMERCIAL DISPOSER SIZING CHART

Volume Processed	<b>High</b> Buffet/Cafeteria Government	SS-300	SS-300/ 500	SS-500	SS-500/ 1000	SS-500/ 1000	
	<b>Medium</b> Full Service Restaurant	SS-200	SS-300	SS-300/ 500	SS-500	SS-500/ 1000	
		SS-100	SS-200	SS-300	SS-300/ 500	SS-500	
	<b>Low</b> Limited Service Restaurant/Café/ Fast Casual	SS-100	SS-100	SS-200	SS-300	SS-300/ 500	
			<b>Light</b> Majority Fruits & Vegetables		<b>Medium</b> 50/50 Mixture		<b>Heavy</b> Majority Meats & Seafood
	<b>Food Waste Composition</b>						

Whether you serve 25 or 2,500 people, there is an InSinkErator disposer that's designed for your operation.

To determine the proper size disposer, use this recommended sizing chart. Sizing recommendations are given in general terms; actual capacities vary depending on the volume and type of food waste. **LC-50 model** available for light duty commercial applications, such as coffee shops, convenience stores, or quick service restaurants.

For questions or special applications, contact your Foodservice Consultant or InSinkErator.

## ACCESSORIES & COMPONENT PARTS

	Price	Disposers	PowerRinse	WasteXpress	Tri-Cycle
<b>Collar Mountings</b>					
12506 - Standard #5 Sink Flange Kit for 3 1/2" - 4" sink opening	\$260	SS-100 to SS-1000			
12506C - Short #5 Flange Kit (2 1/2" shorter) for limited space under sink	\$260	SS-100 to SS-1000			
12504 - #6 Collar Adaptor Kit - 6 3/8" opening; Includes permanent splash baffle and mounting adaptor	\$260	SS-100 to SS-1000	X		
12505 - #7 Collar Adaptor Kit - 6 3/8" opening; Includes removable splash baffle, stopper, and mounting adaptor	\$260	SS-100 to SS-1000	X		
<b>Bowl Mountings</b>					
Type "A" Kit - Bowl Sizes: 12", 15", or 18"; Includes removable splash baffle, bowl cover, and mounting adaptor	\$725	SS-100 to SS-1000	X (18" only)		
Type "B" Kit - Bowl Sizes: 12", 15", or 18"; Includes silver sleeve guard, removable splash baffle, and mounting adaptor	\$754	SS-100 to SS-1000			
Type "C" Kit - Bowl Sizes: 12", 15", or 18"; Includes removable splash baffle and mounting adaptor	\$542	SS-100 to SS-1000			
Bowl & Bowl Mounting Adapter: 12" & 15" - 1 spray nozzle, 18" - 2 spray nozzles	\$447	SS-100 to SS-1000			
Sink Bowl Covers - Sizes: 12", 15", or 18"	\$176	SS-100 to SS-1000			
<b>Mounting Gasket</b>					
11016 - Mounting Gasket - Standard disposer mounting gasket	\$44	SS-100 to SS-1000			
<b>Competitive Adaptors</b>					
Competitive Mounting Adaptor - For mounting InSinkErator base unit disposers to competitor's cones or bowls.	\$160	SS-100 to SS-1000			
<b>Baffles</b>					
11005 - Removable Splash Baffle	\$82	SS-100 to SS-1000			
11292A - Permanent Splash Baffle	\$65	SS-100 to SS-1000			
<b>Silver Savers</b>					
11249 - Silver Sleeve Guard	\$212	SS-100 to SS-1000			
13983 - Magnetic Silver Saver - Trough Mount, keep flatware out of disposer	\$395	SS-100 to SS-1000	X	X	
<b>Dejamming Wrench</b>					
13993 - Dejamming Wrench loosens lodged objects	\$137	SS-100 to SS-1000	X		
<b>Support Legs and Feet</b>					
11757C - Adjustable Support Legs, Set of 2	\$202	SS-100 to SS-200			
14394 - Flanged Foot for secure floor mounting	\$55	SS-100 to SS-1000	X	X	
<b>Safety</b>					
14029 - Offset Chute, mounts between InSinkErator disposer and sink bowl	\$1,176	SS-100 to SS-1000			
13620 - Disposer Throat Guard; Keeps hands safely away from grind chamber	\$113	SS-100 to SS-1000			
<b>Outlet Flanges</b>					
13847 - Cast Iron Waste Outlet Reducing Flange. 3" waste line to 2" line	\$95	SS-100 to SS-1000			
14301 - Cast Iron Waste Outlet Flange	\$122	SS-150, SS-200			
14302 - Cast Iron Waste Outlet Flange	\$130	SS-300 to SS-1000			
<b>Heading here</b>					
13754 - Commercial Air Control Switch	\$172	LC-50		X	
14277 - 10 Gallon Waste Bin. Fits under chute on WasteXpress dewatering unit	\$57			X	
14679 - Inlet/Outlet Flange. Secondary, for trough or high water flow applications	\$265		X	X	
15427A - Scrap Basket. Durable, high impact polymer with 1/4" (6.35 mm) screen	\$930		X		
15568 - Trough Basket Cover. Allows food to flow into scrap basket	\$400		X		
15444 - Trough Cover maximizes workspace for presoaking dishes	\$606		X		
15493 - Trough Nozzle	\$240		X		
15504 - Trough Rack Guide. Keep silverware and small dishes out of scrap basket	\$858		X		
15533 - Remote Start/Stop. Built-in timer shuts off system after 20 min.	\$592		X		
15544 - Trough Diffuser	\$248		X		
<b>Plumbing Components</b>					
Flow Control Valve 1/2"	\$88	X	X	X	
11477 - Syphon Breaker 1/2"	\$122	X	X	X	
13412 - Syphon Breaker. Chrome, 45° fittings	\$464	X	X	X	
Solenoid Valve 1/2"	\$212	X	X	X	
11531 - Bowl Spray Nozzles 1/2"	\$88	X	X	X	
14280 - Trough Nozzle. 1" I.D. water inlet for trough mount systems	\$202	X	X	X	
<b>Controls</b>					
13946 - Tamper-Proof Control Panel Screws	\$32	X	X	X	
Time Delay Relay. Set for up to 10 minutes	\$613	X	X	X	

## GENERAL TERMS & CONDITIONS OF SALE AUGUST 1, 2017

These Terms and Conditions shall govern the transaction by and between InSinkErator Division of Emerson Electric Co. (herein referred to as the "Seller") and the customer or person or entity purchasing goods ("Goods") from Seller (herein referred to as "Buyer"), together with any quotation or acknowledgment from Seller relevant to the sale of the Goods and all documents incorporated by specific reference therein, and shall constitute the complete and exclusive agreement governing the sale of Goods by Seller to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions. Any different or additional terms in Buyer's purchase order or other Buyer documents are hereby objected to.

**1. PRICES:** Unless otherwise specified in writing by Seller, Seller shall have the right to change the price for the Goods to Seller's price for the Goods at the time of shipment. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

**2. TAXES:** All taxes or governmental charge (or increase in same) affecting Seller's costs or which seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods shall be for Buyer's account and shall be added to the price.

**3. TERMS OF PAYMENT:** Net 30 days Invoices will bear the date on which shipment is made and terms are based upon date of shipment and not on date of arrival. Seller shall have the right, among other remedies, to terminate or suspend performance under any order, if Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Delinquent payments shall bear interest at a rate to be determined by Seller, which shall not exceed the legal maximum rate, from the date due until paid. Should Buyer's financial responsibility become unsatisfactory to Seller, Seller may require cash payments or satisfactory security.

**4. SHIPMENT AND DELIVERY:** Deliveries are made F.O.B. Seller's shipping point. Risk of loss or damage and liability therefore shall pass to Buyer upon delivery to carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s), all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other resulting expenses.

**5. LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of one year from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer.

THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, Buyer's negligence, unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application. To the extent that Seller has relied upon any specifications, information, representation or operating conditions or other data supplied by Buyer or its agents to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any nonconformity with warranty within the warranty period, Buyer must notify Seller thereof in writing. Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture, that portion of the nonconformity. Failure by Buyer to give

such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such nonconformity. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

**6. LIMITATION OF REMEDY AND LIABILITY:** The sole and exclusive remedy for breach of any term or condition or warranty hereunder (other than the warranty provided under section 7) shall be limited, at seller's option, to repair, correction or replacement under section 5 or refund of the purchase price. Seller shall not be liable for damages caused by delay in performance and in not event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall seller's liability to buyer and/or its customers exceed the price paid by buyer for the specific goods provided by seller giving rise to the claim or cause of action. Buyer agrees that in no event shall seller's liability to buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include without limitation loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

It is understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**7. PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, that Buyer cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them.

**8. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of Buyer; war; fire; flood; weather; sabotage; strikes; or labor or civil disturbances; government requests, restrictions, laws, regulations, orders of actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstance or any event or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph. Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**9. CANCELLATION:** Seller may cancel this agreement at any time for any reason upon 30 days written notice. Unless otherwise agreed in writing by Seller, Buyer may not cancel this agreement for any reason.

**10. CHANGES:** Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery.

Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

**11. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or may interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment, without such consent, shall be void. Seller may assign its rights and delegate its duties hereunder.

**12. GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modifications, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of the Seller. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgement or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Missouri. Buyer and Seller agree that the proper venue of all actions arising in connection herewith shall be only in the State where the Goods involved in such actions were manufactured and the parties agree to submit to such jurisdiction. The Convention for the International Sales of Goods shall not apply to this agreement.

**13. COMPLIANCE WITH CERTAIN LAWS:** These Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and Executive Order 11246.

**14. DISPUTE RESOLUTION:** In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between Buyer and Seller, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER BUYER OR SELLER CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN BINDING ARBITRATION. Buyer and Seller agree that the proper venue if Arbitration is not so chosen by Buyer or Seller of all actions arising in connection herewith shall be only in the state of Wisconsin and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

**15. CLASS ACTION WAIVER:** BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER BUYER NOR SELLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**ADMINISTRATION OF ARBITRATION:** The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer-Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable; (2) the arbitrator shall apply Wisconsin law consistent with the FAA.

**FREIGHT TERMS:** F.O.B. Sturtevant, Wisconsin or nearest InSinkErator warehouse. All pricing includes prepaid freight (Truck or ground service ONLY). All air freight or premium routed shipments will be sent prepaid and add. (No credit will be allowed for truck or ground freight portion). Disposers – Item 121600 – Class 85, Hot Water Dispensers – Item 26520 – Sub. 1 – Class 85.

**RETURNED GOODS:** Prior authorization is required for return of all products and is subject to a 15% Restocking Charge. InSinkErator is not responsible for in-transit damage of returned product not shipped in original packaging. All returned product must be sent prepaid. Product that has been damaged, altered or used prior to return, will not be considered for credit unless previously approved by InSinkErator.

**LOSS AND/OR DAMAGE IN TRANSIT:** Our liability ceases upon delivery of the goods to the carrier at our factory. Claims for damage and/or loss in transit to be made by the consignee against the carrier. We will assist and cooperate in the processing of such claims upon customer's request.

**SERVICE INFORMATION:** For service information call toll free 800-845-8345.

**NOTE:** InSinkErator reserves the right to make changes at any time without notice in prices, color, material specifications and models and also to add or discontinue models and accessories without incurring liability to modify products already produced. InSinkErator reserves the right to cancel orders or any part thereof for causes due to any acts or demands of the Government or to fire, flood, strikes, war, embargo, lack of transportation, act of God, or any other cause or causes beyond its control.

All orders subject to acceptance by InSinkErator, Sturtevant, Wisconsin.

**IMPORTANT: Do not combine commercial and household units on same purchase order.**



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