



# PRODUCT PRICE LIST

 **United States**

## CONFIDENTIAL

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

## SUGGESTED PRICE LIST (NO. 2104)

Effective April 1, 2021 (Supersedes October 1, 2019 prices )

All prices in U.S. Dollars. Prices and specifications  
subject to change without notice.

**Website:**  
[insinkerator.emerson.com](http://insinkerator.emerson.com)





## INSTANT WARM HANDWASH SYSTEM

The Instant Warm Handwash System provides commercial kitchens with a sanitary, touchless handwashing solution that promotes hygiene by providing instant warm water in locations where employees need to wash their hands consistently and effectively.



Deck Mount Configuration



Splash Mount Configuration

Model

Price

Features

Watts / Voltage

WASH-2

\$1,398

- Dispenses at least 40 twenty-second, instantly warm handwashes at 100°F per hour<sup>1</sup>
- Heats and mixes hot water from tank with incoming cold water to deliver warm 100°F<sup>2</sup> water on demand
- Sanitary, touchless design
- Hot water tank and faucet in one space-saving system
- Easy to retrofit – place it anywhere (7ft. cord included)
- Minimal requirements: sink, cold-water line, 115-volt/15-amp electrical outlet
- Faucet can be splash or deck mounted to a 1-, 2-, or 3-hole sink with 4" centers
- Patent pending

<sup>1</sup> Based on cycles of 20 seconds on/40 seconds off, incoming water temperature of 40°F (4.4°C), and a tank setpoint of 105°F

<sup>2</sup> Based on steady-state use at a tank setpoint of 100°F

1 Phase

○ 1300W/115V  
(11.3 amps)



See the Instant Warm Handwash System in action. Watch the video.



## INSTANT HOT WATER DISPENSER



Model C1300



Model HC1300C

Model

Price

Features

Watts / Voltage

C1300  
Hot

\$844

HC1300C  
Hot/Cool

\$1,102

- Provides hot water on demand
- Tank factory set at 200°F near-boiling water
- Durable all-brass construction faucet with 90° swiveling gooseneck
- 2/3-gallon (2.5 L) stainless steel tank
- Easy adjustable temperature control 160°F – 210°F (71.1 – 98.9°C)
- Instant, self-closing hot water valve
- Mounts in standard sink opening or 1 1/4" (31.75 mm) drilled hole
- Available in chrome finish
- HC1300C model features dual levers for hot or cool water

1 Phase

○ 1300W/115V  
(11.3 amps)

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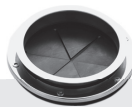













in **sink** erator®

## BASE DISPOSERS Includes: Disposer and Mounting Gasket



Capacity	HP	Model	Price	Height	Support Legs	Voltage/Phase
Light	1/2	LC-50	\$1,621	14 1/2"	Not Available	○ 115V 1 Ph
Small	1	SS-100	\$2,346	17" / 18 1/4"	Available	○ 115/208-230V 1 Ph ○ 208-230/460V 3 Ph
Medium	2	SS-200*	\$3,494	18 7/16" / 19 1/4"	Included	
Large	3	SS-300*	\$4,843	23 3/4" - 31 1/8"	Factory Installed	○ 208-230/460V 3 Ph
	5	SS-500*	\$6,357			
	10	SS-1000*	\$10,098			

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

				Control Only	\$4,029	\$3,188	\$1,676	\$1,029	\$1,473	\$293		
												
<b>WITH SINK COLLAR</b>												
Capacity	HP	Model	Mounting	AS-101	CC-101	CC-202	MRS	MSLV	MS	Voltage/Phase		
Small	1	SS-100	○ #5 Sink Flange Kit For 3 1/2" - 4" openings	\$6,207.11	\$5,474.70	\$4,167.57	\$3,378.51	\$3,945.83	\$3,022.80	<b>1 Phase</b>		
Medium	2	SS-200*	○ #6 Collar Adaptor Kit For 6 1/2" trough openings	\$6,933.03	\$6,218.66	\$4,921.95	\$4,095.63	\$4,696.85	\$3,849.72	○ 115V ○ 208-230V		
			○ #7 Collar Adaptor Kit For 6 1/2" sink openings							<b>3 Phase</b>		
Large	3	SS-300*	○ #6 Collar Adaptor Kit For 6 1/2" trough openings	\$8,293.02	\$7,550.40	\$6,181.18	\$5,267.72	\$5,938.52	\$5,101.52	○ 208-230V ○ 460V		
	5	SS-500*	○ #7 Collar Adaptor Kit For 6 1/2" sink openings	\$9,965.44	\$9,185.54	\$7,725.38	\$6,709.24	\$7,461.49	\$6,626.94			
	10	SS-1000*		\$14,135.81	\$13,281.60	\$11,627.25	-	-	-			
												
<b>WITH BOWL</b>												
Capacity	HP	Model	Mounting	AS-101	CC-101	CC-202	MRS	MSLV	MS	Voltage/Phase		
Small	1	SS-100	Bowl Size      Kit Type	\$6,603.30	\$5,892.72	\$4,609.28	\$3,803.80	\$4,387.96	\$3,531.36	<b>1 Phase</b>		
Medium	2	SS-200*	○ 12"      "A" Removable splash baffle, bowl cover, and mounting adaptor	\$7,339.92	\$6,640.00	\$5,354.33	\$4,505.12	\$5,127.62	\$4,335.12	○ 115V ○ 208-230V		
			○ 15"      "B" Sleeve guard, removable splash baffle, and mounting adaptor							<b>3 Phase</b>		
Large	3	SS-300*	○ 18"	\$8,674.82	\$7,946.65	\$6,588.46	\$5,652.12	\$6,344.21	\$5,561.83	○ 208-230V ○ 460V		
	5	SS-500*		\$10,324.89	\$9,559.44	\$8,110.31	\$7,071.29	\$7,844.83	\$7,064.90			
	10	SS-1000*		\$14,574.90	\$13,727.76	\$12,071.80	-	-	-			

### 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.

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in sink erator®



## POWERRINSE™ WASTE COLLECTION SYSTEMS



Trough  
Model PRT



Standard  
Model PRS



Pot/Pan  
Model PRP



Model	Tray	Price	Package Includes	Voltage / Phase
PRS	Standard Sized for everyday applications	\$14,101	<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
PRP	Pot/Pan Increased tray width provides additional workspace			<b>3 Phase</b> <input type="radio"/> 208/220-240V <input type="radio"/> 460-480V
PRT	Trough Accommodates multiple operators			

## POWERRINSE™ ACCESSORIES & COMPONENT PARTS

### Silver Saver

13983 - Magnetic Silver Saver: Trough Mount, keep flatware out of disposer

### Price

\$458

### Controls

15533 - Remote Start/Stop: Built-in timer shuts off system after 20 minutes

\$687

13946 - Tamper-Proof Control Panel Screws

\$38

### Other Accessories

15427A - Scrap Basket: Durable, high impact polymer with ¼" (6.35 mm) screen

\$1,132

15426 - Standard or Pot/Pan Cover: Maximizes workspace for presoaking dishes

\$488

15568 - Trough Basket Cover: Allows food to flow into scrap basket

\$464

15444 - Trough Cover: Maximizes workspace for presoaking dishes

\$703

15493 - Trough Nozzle Kit

\$279

15504 - Trough Rack Guide: Keep silverware and small dishes out of scrap basket

\$995

15544 - Trough Diffuser

\$289



Watch PowerRinse make  
short work of dishes.  
Watch the video.

### INFORMATION REQUIRED TO ORDER:

Model + Voltage/Phase  
Example: PRP 208/220-240V 3 Ph

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## WASTEXPRESS® FOOD WASTE REDUCTION SYSTEMS

	Capacity	HP	Grinder Model	Mounting	Price	Package Includes	Voltage / Phase
	Large	5	WX500	<input type="radio"/> #6 Collar Adaptor Kit For 6%" trough openings	\$33,474	<ul style="list-style-type: none"><li>• WasteXpress Grinder</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
				<b>Bowl Size</b> <input type="radio"/> 18"			



**See how WasteXpress tackles food waste. Watch the video.**



See how WasteXpress tackles food waste. Watch the video.

## WASTEXPRESS® ACCESSORIES & COMPONENT PARTS

	Price		Price
<b>Collar Mountings</b>		<b>Outlet Flanges</b>	
12504 - #6 Collar Adaptor Kit: 6 1/2" opening; Includes permanent splash baffle and mounting adaptor	\$303	14679 - Inlet/Outlet Flange: Secondary, for trough or high water flow applications	\$308
12505 - #7 Collar Adaptor Kit: 6 1/2" opening; Includes removable splash baffle, stopper, and mounting adaptor	\$303	13847 - Cast Iron Waste Outlet Reducing Flange: 3" waste line to 2" line	\$111
<b>Bowl Mounting</b>		<b>Plumbing Components</b>	
Type "A" Kit - 18" bowl; Includes removable splash baffle, bowl cover, and mounting adaptor	\$1,072	Flow Control Valve 1/2"	\$103
Sink Bowl Cover - 18"	\$247	11477 - Syphon Breaker 1/2"	\$143
<b>Baffles</b>		13412 - Syphon Breaker: Chrome, 45° fittings	\$540
11005 - Removable Splash Baffle	\$97	Solenoid Valve 1/2"	\$247
11292A - Permanent Splash Baffle	\$77	11531 - Bowl Spray Nozzles 1/2"	\$103
<b>Silver Savers</b>		14280 - Trough Nozzle: 1" I.D. water inlet for trough mount systems	\$236
11249 - Silver Sleeve Guard	\$247	<b>Controls</b>	
13983 - Magnetic Silver Saver: Trough Mount, keep flatware out of disposer	\$458	13946 - Tamper-Proof Control Panel Screws	\$38
<b>Dejamming Wrench</b>		<b>Other Accessories</b>	
13993 - Dejamming Wrench: Loosens lodged objects	\$160	14277 - 10 Gallon Waste Bin: Fits under chute on WasteXpress dewatering unit	\$67
<b>Support Legs and Feet</b>			
14394 - Flanged Foot: For secure floor mounting	\$65		

### INFORMATION REQUIRED TO ORDER:

Model	+	Mounting	+	Control	+	Voltage/Phase
Example: WX500		18A		WX101A		208/220-240V 3 Ph

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## GRIND2ENERGY® FOOD WASTE RECYCLING SYSTEM



Processing table



Collection tank and cover

### System Insulation Options With List Price

- ☐ **Non Insulated**  
For Tanks Not Subjected to Cold Climates  
**\$144,900**
- ☐ **Partially Insulated\***  
For Interior Tanks with Exterior Discharge in Cold Climates  
**\$147,136**
- ☐ **Fully Insulated\***  
For Exterior Tanks in Cold Climates  
**\$161,952**

### Tank Size (Gallons)

- ☐ 3,000
- ☐ 3,600
- ☐ 4,200
- ☐ 5,000
- ☐ 6,000

### Table Voltage / Phase

- ☐ 208-230V  
3 Phase
- ☐ 460V  
3 Phase

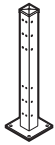
### IoT Essentials Package

- ☐ **\$129 per month**  
*Net Price Billed Annually*
- Access to Grind2Energy customer dashboard. This includes access to sustainability reporting, training materials, and optimized hauling notifications.

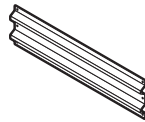
### Each System Includes

- **Processing Table**  
Internet of Things-enabled controller, 10-HP Grind2Energy exclusive modified grinder, 5-HP pump, Overhead sprayer
- **Collection Tank and Cover**
- **Removable Splashguards (3)**
- **Squeegee**
- **Safety Glasses**
- **Operating Kit**  
18 Collection bins and lids, 3 Rolling utility carts with labels
- **Tank Valves Kit**  
Discharge valve, Tank coupling fitting, Pipe union, Vacuum breakers, Charcoal filter kit
- **Tank Sensors Kit**  
Level sensor kit, Redundant level sensor, Float sensor kit, Capacitive sensor kit, Capacitive sensor shield
- **Piping and Wiring Kit**  
Materials for table-to-tank connections
- **Cold Weather Package Kit\***  
For cold climate placement. Includes materials for heat-tracing and freeze protection of tank and/or exterior components. Requires (3) separate 120VAC/15A GFEPDs circuit breakers

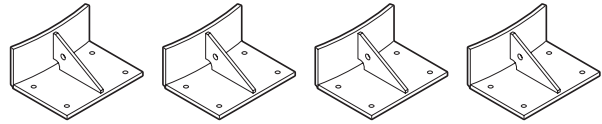
## INSTALLATION ACCESSORIES



- ☐ **Galvanized Guard Rail Post**  
**\$501**  
*List Price*



- ☐ **Galvanized Guard Rails**  
2' to 10' Lengths  
*Call for quote*



- ☐ **Seismic Bracing for Tank**  
In applicable states, (1) set required for 5,000 gallon tank size or smaller and (2) sets required for the 6,000 gallon tank size  
**\$5,067 (one set contains 4 brackets)**  
*List Price*

## INSTALLATION SERVICES *Contact Factory for Details*

### ☐ CAD Consulting

This service provides 2D and 3D drawings for system installation specific to your facility

### ☐ Project Management

Align all stakeholders on project timeline and installation date. Provide site prep consultation including electrical, plumbing, concrete pad and protocol for tank placement. Installation and technical guidance and support provided



**See how Grind2Energy turns food scraps into energy. Watch the video.**

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## DISPOSER ACCESSORIES & COMPONENT PARTS

Collar Mountings	Price	Disposers
12506 - Standard #5 Sink Flange Kit: 3 1/2" – 4" sink opening	\$303	SS-100 to SS-200
12506C - Short #5 Flange Kit: 2 1/2" shorter for limited space under sink	\$303	SS-100 to SS-200
12504 - #6 Collar Adaptor Kit: 6 3/4" opening; Includes permanent splash baffle and mounting adaptor	\$303	SS-100 to SS-1000
12505 - #7 Collar Adaptor Kit: 6 3/4" opening; Includes removable splash baffle, stopper, and mounting adaptor	\$303	SS-100 to SS-1000
<b>Bowl Mountings</b>		
Type "A" Kit - Bowl Sizes: 12", 15", or 18"; Includes removable splash baffle, bowl cover, and mounting adaptor	\$1,072	SS-100 to SS-1000
Type "B" Kit - Bowl Sizes: 12", 15", or 18"; Includes silver sleeve guard, removable splash baffle, and mounting adaptor	\$1,072	SS-100 to SS-1000
Bowl & Bowl Mounting Adapter: 12" & 15" – 1 spray nozzle, 18" – 2 spray nozzles	\$728	SS-100 to SS-1000
Sink Bowl Covers: Sizes: 12", 15", or 18"	\$247	SS-100 to SS-1000
<b>Mounting Gasket</b>		
11016 - Mounting Gasket: Standard disposer mounting gasket	\$53	SS-100 to SS-1000
<b>Competitive Adaptors</b>		
Competitive Mounting Adaptor: For mounting InSinkErator base unit disposers to competitor's cones or bowls.	\$186	SS-100 to SS-1000
<b>Baffles</b>		
11005 - Removable Splash Baffle	\$97	SS-100 to SS-1000
11292A - Permanent Splash Baffle	\$77	SS-100 to SS-1000
<b>Silver Savers</b>		
11249 - Silver Sleeve Guard	\$247	SS-100 to SS-1000
13983 - Magnetic Silver Saver: Trough Mount, keep flatware out of disposer	\$458	SS-100 to SS-1000
<b>Dejamming Wrench</b>		
13993 - Dejamming Wrench: Loosens lodged objects	\$160	SS-100 to SS-1000
<b>Support Legs and Feet</b>		
11757C - Adjustable Support Legs: Set of 2	\$236	SS-100 to SS-200
14394 - Flanged Foot: For secure floor mounting	\$65	SS-100 to SS-1000
<b>Safety</b>		
14029 - Offset Chute: Mounts between InSinkErator disposer and sink bowl	\$1,362	SS-100 to SS-1000
13620 - Disposer Throat Guard: Keeps hands safely away from grind chamber	\$132	SS-100 to SS-1000
<b>Outlet Flanges</b>		
13847 - Cast Iron Waste Outlet Reducing Flange: 3" waste line to 2" line	\$111	SS-300 to SS-1000
14301 - Cast Iron Waste Outlet Flange	\$143	SS-200
14302 - Cast Iron Waste Outlet Flange	\$152	SS-300 to SS-1000
<b>Plumbing Components</b>		
Flow Control Valve 1/2"	\$103	✓
11477 - Syphon Breaker 1/2"	\$143	✓
13412 - Syphon Breaker: Chrome, 45° fittings	\$540	✓
Solenoid Valve 1/2"	\$247	✓
11531 - Bowl Spray Nozzles 1/2"	\$103	✓
14280 - Trough Nozzle: 1" I.D. water inlet for trough mount systems	\$236	✓
<b>Controls</b>		
13946 - Tamper-Proof Control Panel Screws	\$38	✓

## INSINKERATOR COMMERCIAL DISPOSER SIZING CHART

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

**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.**

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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. Grind2Energy® is subject to additional terms and conditions.

**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 20% 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. Any product beyond 90 days as calculated when such product shipped from InSinkErator is not eligible for return.

**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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