



2013 Wholesale Price Sheet

LevelGuard Part No.	MSRP	6-11 Units	12-35 Units	36-72 Units
Z24800A1Z (9' cord) Sump Only	\$110.00	\$71.25	\$68.00	\$66.00
Z24801A1Z (15' cord) Sump Only	\$115.00	\$81.00	\$79.00	\$76.00
Z2480AA1Z (30' cord) Sump Only	\$128.00	\$88.00	N/A	N/A
Z24803PTZ (15' cord) Sewage	\$125.00	\$85.00	\$82.00	\$79.00

TERMS AND CONDITIONS

Prices and product specifications are subject to change without notice. Pricing effective January 31st, 2013

Taxes

All Federal, State or Local Taxes, when applicable, will be added to invoice.

Limited Warranty

TouchSensor Technologies warrants the products in this price list to be free of defects in workmanship and materials for a period of (5) years from the date of purchase. This warranty does not cover freight or installation charges. Contact LevelGuard customer service at (877) 342-3261 for complete details and conditions.

Loss and/or Damage in Transit

Ownership is transferred to consignee 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.

Payment Terms

2% Ten Days, Net 30 day terms upon credit approval.

Freight

Prices are F.O.B. Wheaton, IL.

Return Goods

You must contact LevelGuard technical support to verify the product failure and to receive a Return Material Authorization (RMA) number. Returns will not be accepted without an RMA number. Handling and reconditioning charges may be assessed to restore the items to saleable condition.

Freight Allowance

Orders with twenty-four (24) units or more that are shipped at the same time to one location in the continental United States are offered a freight allowance for UPS ground shipment.

Contact information

Website: www.levelguardproducts.com/sump/

Corporate offices: (630) 221-9000 X170

Technical Support: (877) 342-3261

Fax: (630) 221-0737

TouchSensor Technologies, LLC

203 North Gables Blvd.

Wheaton, IL 60187

TouchSensor Technologies, LLC
TERMS AND CONDITIONS OF SALE

The following terms and conditions shall be deemed a part of every order quoted, accepted, acknowledged or shipped by TouchSensor Technologies, LLC ("Seller"):

DEFINITIONS: As used herein, the term "Buyer" shall mean the purchaser of any of the Products from Seller, and all others liable for the purchase price; the term "Products" shall mean all products, services or technology quoted, furnished or sold to Buyer by Seller, whether by direct purchase, delivery to third parties, on consignment or otherwise.

I. ACCEPTANCE: Seller's acceptance of buyer's purchase order relating to the products is expressly made conditional on buyer's acceptance of these terms and conditions, which are in lieu of and supersede any additional or different terms contained in buyer's purchase order or other document or communication pertaining to buyer's order or the products.

II. CONFIDENTIAL OR PROPRIETARY INFORMATION : Any technical or other knowledge or information which Seller discloses to Buyer relating to the Products or which Buyer learns as a result of its dealings with Seller which is not publicly available and generally known prior to such disclosure, shall be treated as confidential and proprietary to Seller and, unless specifically agreed to in writing by Seller, shall not be divulged to third parties, be commercially exploited or patented by Buyer or be used for any components or finished goods other than those into which the Products are incorporated after their purchase from Seller. No license under any patent, trade secret, or other technology is granted to Buyer or should be implied, unless Seller and Buyer expressly enter into a written license agreement on terms specified by Seller.

III. LEAD TIME / LOT SIZES: Shipments of orders are subject to Seller's scheduling, adequate lead times and sufficient lot sizes.

IV. PRICES: Prior to acceptance of Buyer's order, prices quoted are subject to change upon notice, if component suppliers increase their prices to Seller, or if Buyer changes its design requirements. If Buyer fails to request shipment of or deliver releases for Products within times scheduled, Seller may increase prices for actual quantities shipped based on lower volumes or usage or later prices in effect at the time of shipment.

V. TAXES: Prices quoted do not include taxes or other assessments with respect to the Products. Buyer shall pay any and all use, sales, privilege, or other taxes or license fees or assessments imposed by foreign, federal, state or local governments.

VI. CANCELLATION; RETURNS: Orders accepted by Seller are not subject to cancellation by Buyer without the written consent of an authorized officer of Seller or payment of cancellation charges. The following guideline will be followed: 1) Within 2 weeks of delivery no cancellation or rescheduling of booked orders. 2) Within 4 weeks of delivery no cancellation allowed. Permit 20% change (reschedule) of booked orders. 3) Within 8 weeks of delivery no cancellation allowed. Permit 40% change (reschedule) of booked orders. 4) Greater than 8 weeks from delivery cancellation permitted along with 100% change (reschedule) of booked orders. Goods may only be returned after obtaining a Return Material Authorization (RMA) number from the seller. Goods must be securely packed to reach Seller without damage.

VII. LATE PAYMENT: Any payment of the purchase price not paid by Buyer when due shall be assessed a late payment charge of 1½% per month of the overdue payment from its due date until paid or the highest late payment charge permitted by applicable law, whichever is lower. Buyer shall be liable for Seller's reasonable attorneys' fees and other costs incurred in the collection of amounts owed by Buyer.

VIII. SHIPMENT: All shipments are F.O.B. Seller's shipping point with freight charges and risk of loss on Buyer after that point. Unless otherwise indicated in an order and agreed to by Seller, selection of the means of transportation for shipment of the Products shall be at Seller's sole discretion. All packing, crating, storage, shipping, insurance and other incidental costs with respect to the Products shall be for the account of or paid directly by Buyer. Buyer's claims for damage to the Products in transit must be settled with or filed against the carrier and not Seller. All claims for damages, shortages or other nonconformities of shipments must be reported to Seller in writing within ten (10) days after receipt of shipment. Seller's representative must be allowed access upon demand to any evidence, reports or witnesses to damages or shortages reported. The description and quantity or weight contained on the bill of lading or other documentation for the Products shall control in the absence of manifest error. Seller reserves the right to over or under ship each order/release by 5%

IX. DELAYS: Any delivery date for the Products acknowledged by Seller is a desired and not a promised date. Seller will undertake reasonable efforts to meet the delivery schedule set forth in an order but shall not be liable for failure to do so. Seller shall not be liable for any damage to or loss of the Products or any delay in or

failure to deliver, service, repair or replace the Products arising from shortage of raw materials, failure of suppliers to make timely delivery, labor difficulties of any kind, fire, windstorm, flood, theft, war, embargoes, governmental acts or rulings, loss or damage or delays in transit or carriage, acts of God, or any other circumstances reasonably beyond Seller's control. Products stored at the request of Buyer or because Buyer refuses or delays shipment shall be at the risk and expense of Buyer.

X. PROCESSING: Unless otherwise stated in an order, the Products are sold for installation and incorporation by Buyer. Buyer will perform all necessary assembly and supply all necessary labor, material, and permits to properly incorporate the Products as components into finished products in accordance with Seller's specific instructions and good industry practice.

XI. WARRANTY: Seller warrants the products against defects in manufacture or materials for a one year period, unless agreed to otherwise in writing by seller, and that the products comply with their description set forth in seller's order acknowledgment. All other warranties pertaining to the products or their sale, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are disclaimed. Buyer acknowledges that all tolerances and variances commercially acceptable or standard in the industry apply to the Products and their specifications unless such tolerances are expressly negated or agreed by Seller in writing not to apply. Any claim that the Products do not comply with their description must be brought to Seller's attention in writing within the earlier of ten (10) business days after discovery thereof or thirty (30) days after their delivery to Buyer. Buyer must give Seller notice of any other claim, defect or breach of warranty in writing promptly upon the discovery thereof within the warranty period, or be barred from any remedy. Buyer's sole remedy for breach of warranty shall be repair or replacement, at Seller's option, of any Products that are found by Seller not to be as warranted. Costs of shipment, installation and removal shall be for Buyer's account. Seller's warranty does not apply to any Products not properly installed or used in accordance with Seller's and industry specifications, guidelines or good practice, not used for applications for which they were manufactured or which are modified or subject to abuse, misuse or improper environment.

XII. LIMITATION OF LIABILITY: Seller shall not be liable whether in contract, in tort, under any warranty, in negligence, or otherwise, for consequential, special or incidental damages, including costs of removal, reinstallation or shipment, downtime, lost profits, or lost sales. Under no circumstance shall seller's liability or buyer's remedy for pecuniary damages against seller exceed the amount of the purchase price of the products ordered and involved in or giving rise to a claim of breach or damage. In the event of any accident, occurrence or warranty claim concerning the products, buyer must (i) notify seller promptly in writing, (ii) permit seller to preserve evidence, test the products, and investigate the cause thereof, (iii) give seller prompt and continuing access to the products for inspection and testing, to the environment and location of the products, and (iv) cooperate with seller by promptly furnishing or granting seller access to its employees, all relevant information, data, test results, report, witnesses, and other information relative to any occurrence, accident or claimed defect in the products. Failure of buyer to give prompt notice as required herein or to cooperate in the investigation of an occurrence, claim or accident concerning the products shall bar buyer from any remedy against seller. Buyer agrees that the foregoing disclaimers and limitations on liability shall be fully enforceable with respect to pecuniary or economic consequential and incidental damages, notwithstanding that such damages occur in connection with or arise out of an accident or event giving rise to personal injury or physical property damages.

XIII. APPLICABLE LAWS; ARBITRATION : All matters pertaining to the Products or Buyer's orders for them or other dealings with Seller shall be governed by the laws of the State of Illinois. Any controversy or claim arising out of any order or its breach or pertaining to the Products shall be settled by arbitration in Chicago, Illinois, in accordance with the CPR Non-Administered Rules, by a sole arbitrator. The parties expressly consent to jurisdiction in Chicago, Illinois for the arbitration and any enforcement of the award or interim or incidental relief. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Arbitration shall be in Chicago, Illinois. The arbitrator shall reduce findings of fact and conclusions of law to writing in his award.

XIV. INVALID TERM : The invalidity of any term contained in any order or these terms and conditions shall not affect any other of its terms.

XV. NONWAIVER: Seller's or Buyer's failure to enforce or declare a default or breach with respect to any particular term or condition of these terms shall not be considered a waiver of Seller's or Buyer's right to enforce or be protected by any other term or condition or, on a subsequent occasion, with respect to that particular term or condition.

XVI. ALTERATION OF TERMS AND PAROL EVIDENCE : None of the terms and conditions contained in any order or other communication may modify these terms and conditions except by a written instrument signed by an authorized officer of Seller delivered to Buyer.