

Disposers & Accessories

Suggested List Price (No. 146W)

Effective January 1, 2012 (Supersedes October 1, 2010 prices)

Model Number, Voltage & Phase (115/208/230 1Ph or 208/230/460 3Ph), Accessories or Adaptor

United States

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

Disposers (Base Unit Disposer Includes Mounting Gasket) (Complete Disposer Package Includes Disposer, Solenoid Valve, Control, Syphon Breaker, Mounting Assembly, Flow Control Valve)					
MODEL	DISPOSER PACKAGE	MOUNTINGS	SHIPPING WEIGHT	PRICE	
Light Capacity					
	LC-50-11 115V 1Ph Height: 14-1/2" 1/2 HP	Base Unit Disposer	Gasket Only	35 lbs.	\$1,032
Standard Capacity					
	SS-50-26 115/208-230V 1 Ph SS-50-27 208-230/460V 3 Ph Height: 17" 1/2 HP	Base Unit Disposer	Gasket Only	46 lbs.	\$1,362
		Complete Disposer Package – MS Control	Collars: 5, 6, 7	56 lbs.	\$1,962
			Bowls: 12", 15", 18", A, B, C	63 lbs.	\$2,228
		Complete Disposer Package – MRS Control	Collars: 5, 6, 7	56 lbs.	\$2,176
			Bowls: 12", 15", 18", A, B, C	63 lbs.	\$2,456
		Complete Disposer Package – MSLV Control	Collars: 5, 6, 7	56 lbs.	\$2,648
			Bowls: 12", 15", 18", A, B, C	63 lbs.	\$2,914
		Complete Disposer Package – CC202 Control	Collars: 5, 6, 7	67 lbs.	\$2,956
			Bowls: 12", 15", 18", A, B, C	74 lbs.	\$3,536
		Complete Disposer Package – CC101 Control	Collars: 5, 6, 7	85 lbs.	\$4,280
Bowls: 12", 15", 18", A, B, C	92 lbs.		\$4,742		
Complete Disposer Package – AS101 Control	Collars: 5, 6, 7	85 lbs.	\$5,008		
	Bowls: 12", 15", 18", A, B, C	92 lbs.	\$5,552		
	SS-75-27 115/208-230V 1 Ph SS-75-28 208-230/460V 3 Ph Height: 17" 3/4 HP	Base Unit Disposer	Gasket Only	47 lbs.	\$1,866
		Complete Disposer Package – MS Control	Collars: 5, 6, 7	57 lbs.	\$2,446
			Bowls: 12", 15", 18", A, B, C	65 lbs.	\$2,764
		Complete Disposer Package – MRS Control	Collars: 5, 6, 7	57 lbs.	\$2,674
			Bowls: 12", 15", 18", A, B, C	65 lbs.	\$2,998
		Complete Disposer Package – MSLV Control	Collars: 5, 6, 7	57 lbs.	\$3,120
			Bowls: 12", 15", 18", A, B, C	65 lbs.	\$3,438
		Complete Disposer Package – CC202 Control	Collars: 5, 6, 7	68 lbs.	\$3,336
			Bowls: 12", 15", 18", A, B, C	76 lbs.	\$3,642
		Complete Disposer Package – CC101 Control	Collars: 5, 6, 7	86 lbs.	\$4,674
Bowls: 12", 15", 18", A, B, C	94 lbs.		\$4,818		
Complete Disposer Package – AS101 Control	Collars: 5, 6, 7	86 lbs.	\$5,448		
	Bowls: 12", 15", 18", A, B, C	94 lbs.	\$5,604		
	SS-100-28 115/208-230V 1 Ph SS-100-29 208-230/460V 3 Ph Height: 17" 1 HP	Base Unit Disposer	Gasket Only	50 lbs.	\$1,964
		Complete Disposer Package – MS Control	Collars: 5, 6, 7	60 lbs.	\$2,610
			Bowls: 12", 15", 18", A, B, C	66 lbs.	\$2,892
		Complete Disposer Package – MRS Control	Collars: 5, 6, 7	60 lbs.	\$2,832
			Bowls: 12", 15", 18", A, B, C	66 lbs.	\$3,136
		Complete Disposer Package – MSLV Control	Collars: 5, 6, 7	60 lbs.	\$3,278
			Bowls: 12", 15", 18", A, B, C	66 lbs.	\$3,566
		Complete Disposer Package – CC202 Control	Collars: 5, 6, 7	71 lbs.	\$3,446
			Bowls: 12", 15", 18", A, B, C	77 lbs.	\$3,760
		Complete Disposer Package – CC101 Control	Collars: 5, 6, 7	89 lbs.	\$4,770
Bowls: 12", 15", 18", A, B, C	95 lbs.		\$5,120		
Complete Disposer Package – AS101 Control	Collars: 5, 6, 7	89 lbs.	\$5,542		
	Bowls: 12", 15", 18", A, B, C	95 lbs.	\$5,894		

Terms and Conditions:

PAYMENT TERMS: 2% 10th prox, NET 11th. State and Local Tax will be added if not for resale. All prices subject to change without notice. All orders subject to acceptance by InSinkErator, Racine, Wisconsin. State and Local Taxes not included in price shown. Federal Excise Tax not applicable to commercial disposers and hot water disposers.

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 prepay and add. (No credit will be allowed for truck or ground freight portion). Disposers – Item 121600 – Class 85 Hot Water Disposers – 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.

WARRANTY: Parts and labor are warranted for one year from date of installation.

NOTE: InSinkErator, Emerson Electric Co., 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, Emerson Electric Co., reserves the right to cancel orders or any part thereof for causes due to any acts or demand 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.

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. See back page for complete terms and conditions.

SERVICE INFORMATION: For service information call toll free 1.800.845.8345.

FREE FREIGHT ON EVERY ORDER!




Disposers (Base Unit Disposer Includes Mounting Gasket)

(Complete Disposer Package Includes Disposer, Solenoid Valve, Control, Syphon Breaker, Mounting Assembly, Flow Control Valve)

MODEL	DISPOSER PACKAGE	MOUNTINGS	SHIPPING WEIGHT	PRICE
Standard Capacity continued				
 <p>SS-125-25 115/208-230V 1 Ph SS-125-26 208-230/460V 3 Ph Height: 17" 1-1/4 HP</p>	Base Unit Disposer	Gasket Only	53 lbs.	\$2,324
	Complete Disposer Package – MS Control	Collars: 5, 6, 7	63 lbs.	\$3,034
		Bowls: 12", 15", 18", A, B, C	70 lbs.	\$3,356
	Complete Disposer Package – MRS Control	Collars: 5, 6, 7	63 lbs.	\$3,274
		Bowls: 12", 15", 18", A, B, C	70 lbs.	\$3,602
	Complete Disposer Package – MSLV Control	Collars: 5, 6, 7	63 lbs.	\$3,696
		Bowls: 12", 15", 18", A, B, C	70 lbs.	\$4,016
	Complete Disposer Package – CC202 Control	Collars: 5, 6, 7	74 lbs.	\$3,962
Bowls: 12", 15", 18", A, B, C		81 lbs.	\$4,170	
Complete Disposer Package – CC101 Control	Collars: 5, 6, 7	92 lbs.	\$5,324	
	Bowls: 12", 15", 18", A, B, C	99 lbs.	\$5,726	
Complete Disposer Package – AS101 Control	Collars: 5, 6, 7	92 lbs.	\$6,086	
	Bowls: 12", 15", 18", A, B, C	99 lbs.	\$6,502	
Medium Capacity				
 <p>SS-150-34 115/208-230V 1 Ph SS-150-36 208-230/460V 3 Ph Height: 18-1/2" SS-150-38 short body 115/208-230V 1 Ph SS-150-39 short body 208-230/460V 3 Ph Height: 17-1/2" 1-1/2 HP</p>	Base Unit Disposer	Gasket Only	66 lbs.	\$2,774
	Complete Disposer Package – MS Control	Collars: 5, 6, 7	76 lbs.	\$3,372
		Bowls: 12", 15", 18", A, B, C	84 lbs.	\$3,866
	Complete Disposer Package – MRS Control	Collars: 5, 6, 7	76 lbs.	\$3,486
		Bowls: 12", 15", 18", A, B, C	84 lbs.	\$4,028
	Complete Disposer Package – MSLV Control	Collars: 5, 6, 7	76 lbs.	\$3,822
		Bowls: 12", 15", 18", A, B, C	84 lbs.	\$4,336
	Complete Disposer Package – CC202 Control	Collars: 5, 6, 7	87 lbs.	\$4,224
Bowls: 12", 15", 18", A, B, C		95 lbs.	\$4,752	
Complete Disposer Package – CC101 Control	Collars: 5, 6, 7	105 lbs.	\$4,388	
	Bowls: 12", 15", 18", A, B, C	113 lbs.	\$5,768	
Complete Disposer Package – AS101 Control	Collars: 5, 6, 7	105 lbs.	\$6,294	
	Bowls: 12", 15", 18", A, B, C	113 lbs.	\$6,648	
 <p>SS-200-27 115/208-230V 1 Ph SS-200-29 208-230/460V 3 Ph Height: 18-1/2" SS-200-31 short body 115/208-230V 1 Ph SS-200-32 short body 208-230/460V 3 Ph Height: 17-1/2" 2 HP</p>	Base Unit Disposer	Gasket Only	70 lbs.	\$2,958
	Complete Disposer Package – MS Control	Collars: 5, 6, 7	81 lbs.	\$3,632
		Bowls: 12", 15", 18", A, B, C	91 lbs.	\$4,170
	Complete Disposer Package – MRS Control	Collars: 5, 6, 7	81 lbs.	\$3,742
		Bowls: 12", 15", 18", A, B, C	91 lbs.	\$4,310
	Complete Disposer Package – MSLV Control	Collars: 5, 6, 7	81 lbs.	\$4,138
		Bowls: 12", 15", 18", A, B, C	91 lbs.	\$4,672
	Complete Disposer Package – CC202 Control	Collars: 5, 6, 7	92 lbs.	\$4,452
Bowls: 12", 15", 18", A, B, C		102 lbs.	\$4,854	
Complete Disposer Package – CC101 Control	Collars: 5, 6, 7	110 lbs.	\$5,556	
	Bowls: 12", 15", 18", A, B, C	120 lbs.	\$5,886	
Complete Disposer Package – AS101 Control	Collars: 5, 6, 7	110 lbs.	\$6,424	
	Bowls: 12", 15", 18", A, B, C	120 lbs.	\$6,762	
Large Capacity				
 <p>SS-300-25 208-230/460V 3 Ph Height: 23-1/2" SS-300-27 short body 208-230/460V 3 Ph Height: 20" 3 HP</p>	Base Unit Disposer	Gasket Only	119 lbs.	\$3,924
	Complete Disposer Package – MS Control	Collars: 6, 7	129 lbs.	\$4,430
		Bowls: 12", 15", 18", A, B, C	139 lbs.	\$4,732
	Complete Disposer Package – MRS Control	Collars: 6, 7	129 lbs.	\$4,592
		Bowls: 12", 15", 18", A, B, C	139 lbs.	\$4,902
	Complete Disposer Package – MSLV Control	Collars: 6, 7	129 lbs.	\$4,904
		Bowls: 12", 15", 18", A, B, C	139 lbs.	\$5,090
	Complete Disposer Package – CC202 Control	Collars: 6, 7	140 lbs.	\$5,166
Bowls: 12", 15", 18", A, B, C		150 lbs.	\$5,362	
Complete Disposer Package – CC101 Control	Collars: 6, 7	158 lbs.	\$6,246	
	Bowls: 12", 15", 18", A, B, C	168 lbs.	\$6,480	
Complete Disposer Package – AS101 Control	Collars: 6, 7	158 lbs.	\$7,140	
	Bowls: 12", 15", 18", A, B, C	168 lbs.	\$7,386	

Disposers (Base Unit Disposer Includes Mounting Gasket)

(Complete Disposer Package Includes Disposer, Solenoid Valve, Control, Syphon Breaker, Mounting Assembly, Flow Control Valve)

MODEL	DISPOSER PACKAGE	MOUNTINGS	SHIPPING WEIGHT	PRICE
Large Capacity continued				
	Base Unit Disposer	Gasket Only	124 lbs.	\$5,572
	Complete Disposer Package– MS Control	Collars: 6, 7	134 lbs.	\$6,290
		Bowls: 12", 15", 18", A, B, C	144 lbs.	\$6,598
	Complete Disposer Package– MRS Control*	Collars: 6, 7	134 lbs.	\$6,514
		Bowls: 12", 15", 18", A, B, C	144 lbs.	\$6,818
	Complete Disposer Package– MSLV Control	Collars: 6, 7	134 lbs.	\$6,716
		Bowls: 12", 15", 18", A, B, C	144 lbs.	\$7,036
	Complete Disposer Package– CC202 Control	Collars: 6, 7	145 lbs.	\$6,970
Bowls: 12", 15", 18", A, B, C		155 lbs.	\$7,292	
Complete Disposer Package– CC101 Control	Collars: 6, 7	163 lbs.	\$7,896	
	Bowls: 12", 15", 18", A, B, C	173 lbs.	\$8,200	
Complete Disposer Package– AS101 Control	Collars: 6, 7	163 lbs.	\$8,822	
	Bowls: 12", 15", 18", A, B, C	173 lbs.	\$9,136	
	Base Unit Disposer	Gasket Only	125 lbs.	\$7,468
	Complete Disposer Package– CC202 Control	Collars: 6, 7	146 lbs.	\$9,168
		Bowls: 12", 15", 18", A, B, C	156 lbs.	\$9,676
	Complete Disposer Package– CC101 Control	Collars: 6, 7	164 lbs.	\$9,694
Bowls: 12", 15", 18", A, B, C		174 lbs.	\$10,182	
Complete Disposer Package– AS101 Control	Collars: 6, 7	164 lbs.	\$10,472	
	Bowls: 12", 15", 18", A, B, C	174 lbs.	\$11,186	
	Base Unit Disposer	Gasket Only	131 lbs.	\$8,184
	Complete Disposer Package – CC202 Control	Collars: 6, 7	152 lbs.	\$9,972
		Bowls: 12", 15", 18", A, B, C	162 lbs.	\$10,364
	Complete Disposer Package– CC101 Control	Collars: 6, 7	170 lbs.	\$10,478
		Bowls: 12", 15", 18", A, B, C	180 lbs.	\$10,860
	Complete Disposer Package– AS101 Control	Collars: 6, 7	170 lbs.	\$11,246
Bowls: 12", 15", 18", A, B, C		180 lbs.	\$11,628	

*Available in 460V only





Switch/Control Only












MS	MRS	MSLV	CC-202	CC-101	AS-101
					
\$240	\$846	\$1,210	\$1,378	\$2,622	\$3,314




Sizing Chart

PERSONS PER MEAL	SOILED DISH TABLE	VEGETABLE PREP AREA	SALAD PREP AREA	POT SINK	MEAT/SEAFOOD PREP AREA
Up to 100	SS-75	SS-50	–	–	–
100-150	SS-100	SS-75	SS-50	SS-50	–
150-175	SS-125	SS-100	SS-75	SS-50	SS-150
175-200	SS-150	SS-150	SS-75	SS-75	SS-150
200-300	SS-200	SS-150	SS-75	SS-75	SS-300
300-750	SS-300	SS-150	SS-75	SS-75	SS-300
750-1500	SS-500	SS-300	SS-150	SS-150	SS-500
1500-2500	SS-500 (2)	SS-300	SS-150	SS-150	SS-500
2500+	Contact your food service consultant or InSinkErator				

Water Controls		
ITEM	DESCRIPTION	PRICE
 11477	Syphon Breaker 1/2"	\$116
 13412	Syphon Breaker • Chrome, 45° fittings	\$442
 13412	Solenoid Valve 1/2"	\$202
 13412	Flow Control Valve 1/2"	\$84
 13412	Time Delay Relay • Set for up to 10 minutes	\$584

Mountings		
ITEM	DESCRIPTION	PRICE
 12506 – Standard 12506C – Short	#5 Sink Flange • For 3-1/2"–4" sink opening • Short #5 available (2-1/2" shorter) for limited space under sink	\$248
 12504	#6 Collar Adaptor • For welding into trough • Provides 6-5/8" opening • Includes permanent splash baffle and mounting adaptor	\$248
 12505	#7 Collar Adaptor • For welding into sink openings • Provides 6-5/8" opening • Includes removable splash baffle stopper and mounting adaptor	\$248
 11016	Mounting Gasket • Standard disposer mounting gasket	\$42

Accessories		
ITEM	DESCRIPTION	PRICE
 13847	Waste Outlet Reducing Flange • Reduces 3" waste line to 2" line	\$90
 14301	Cast Iron Waste Outlet Flange • SS-150, SS-200	\$116
 14302	Cast Iron Waste Outlet Flange • SS-300 to SS-1000	\$124
 13993	Dejamming Wrench • Loosens lodged objects. Fits 6-5/8" sink openings	\$130
 11757C	Adjustable Support Legs • Set of 2 • Fits SS-50 to SS-200	\$192
 13983	Magnetic Silver Saver – Trough Mount • Mounts on trough systems to keep flatware out of disposer	\$376
 13754	Commercial Air Control Switch • For LC-50 only • CAS-00	\$164
 14029	Offset Chute • Mounts between InSinkErator disposer and sink bowl	\$1,120
 13620	Disposer Throat Guard • Keeps hands safely away from grind chamber	\$108
 13946	Tamper-Proof Control Panel Screws • Limits control panels access	\$30
 14394	Flange Foot • For secure floor mounting	\$52

Bowl Assemblies		
ITEM	DESCRIPTION	PRICE
 11016	Type "A" • 12", 15", 18" • Includes removable splash baffle, bowl cover, mounting adaptor	\$690
 11016	Type "B" • 12", 15", 18" • Includes stainless steel sleeve guard, removable splash baffle, mounting adaptor	\$718
 11016	Type "C" • 12", 15", 18" • Includes removable splash baffle, mounting adaptor	\$516

Sink Bowl Accessories		
ITEM	DESCRIPTION	PRICE
 11016	12" & 15" Bowl • Furnished with 1 spray nozzle and mounting adaptor	\$426
 11016	18" Bowl • Furnished with 2 spray nozzles and mounting adaptor	\$426
 11016	Sink Bowl Covers • 12", 15", 18"	\$168
 11531	Sink Bowl Spray Nozzles	\$84
 11249	Silver Sleeve Guard	\$202
 11005	Removable Splash Baffle	\$78
 11292A	Permanent Splash Baffle	\$62

Adaptors		
ITEM/DESCRIPTION	PRICE	
Competitive Mounting Adaptor • For mounting base units to competitor's cones or bowls	\$152	Refer to the adaptor chart selection guide for the appropriate adaptor kit. 11327A, 11378, 11327C, 11327K, 11327B, 11599E, 11327G, 11599A, 11327, 11599, 11378D, 11599B, 11327E, 11327D, 11327H, 11327J, 11378E, 11378C, 11378A, 11378B, 11599K, 11599N, 11599H

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.

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

Unless otherwise indicated by seller, a cash discount of 2% is allowed, if seller's invoice is paid by the tenth (10th) of the following month. Net on the eleventh (11th). Billing dated the 25th through the end of the month is considered billed as of the first of the following month due on the tenth (10th) of the month thereafter; "Net" the eleventh (11th) of the month. No discount will be allowed after the discount period. 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 notifies 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.

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.

