Andersen International Marketing, LLC.

GENERAL TERMS AGREEMENT

The following terms and conditions pertain to qualified customers only. The Seller, at its option, may qualify or disqualify any customer.

1. Conditions of Sale

- (a) Except as otherwise expressly agreed upon in writing by Seller, these Conditions of Sale shall apply to every sale of goods or services by Seller to Buyer, notwithstanding any provisions to the contrary that may appear on an order form or other documents issued by Buyer. Seller may modify these Conditions of Sale at any time, and the modified Conditions of Sale shall apply to every order placed by Buyer after Seller has provided notice of the modification to Buyer.
- (b) If Seller expressly agrees in writing to any special terms, these Conditions of Sale shall be construed as consistent with and in addition to any such additional terms except where any special term specifically varies or overrides any provision of these Conditions of Sale.
- 2. Definitions. In these Conditions of Sale:
- (a) Seller means Andersen International Marketing, LLC.
- (b) Buyer means any person or business that purchases goods or services from Seller.
- 3. General Order & Quote Provisions
- (a) Unless earlier withdrawn or modified, any quotation issued by Seller to Buyer for specific goods or services shall be valid for the period stated in the quotation or, if no period is stated, for thirty (30) days from the date of the quotation. Seller may withdraw or modify a quotation at any time until Seller has accepted in writing any order by Buyer for the goods or services specified in that quotation.
- (b) Seller shall not be bound by any condition included with any order by Buyer unless that condition is expressly accepted by Seller in writing. If Buyer accepts any quotation by delivering to Seller an order form or document which stipulates or purports to impose conditions, no such condition shall be applicable to the sale resulting from the quotation without Seller's express written acceptance of that condition.
- (c) Every quotation shall be subject to and conditioned upon Buyer's obtaining, at Buyer's expense, any necessary import, export or other license.
- (d) A 10% surcharge will be applied to any item not purchased in multiples of the stated Minimum Quantity, except on drop ship orders. Items with Minimum Quantities in the Numerical Index (back of catalog) can never be broken.
- 4. Adjustments to Prices & Quotations
- (a) Any quotation for goods to be obtained by Seller for Buyer from a foreign supplier for which Seller will make payment in a currency other than US dollars is made on the basis of the applicable currency exchange rate prevailing at the time of the quotation, and is subject to increase if the exchange rate changes adversely after the date of quotation and before Seller's remittance of payment to the supplier. In the event of any such adverse change, Buyer shall be obligated to pay any additional amount resulting from this change.
- (b) Any quotation for the manufacture of goods by Seller is made on the basis of costs prevailing at the time of the quotation for materials, parts, equipment required to be purchased as component parts, transportation and labor, and is subject to change if these costs materially increase after the date of quotation and before delivery.
- (c) All prices are subject to change without notice
- 5. Repudiation of Order. If Buyer rejects or revokes acceptance of ordered goods, fails to make payment for part or all of any order, or repudiates part of all of an order, Seller, in addition to any other available remedies, may require Buyer to pay all costs and expenses incurred by Seller in connection with the performance of the order, plus Seller's anticipated profit on the order.
- 6. Permits and Approvals. For any services to be performed by Seller outside Seller's premises, Buyer shall have full responsibility to obtain and provide any access, services, facilities, permits, approvals or licenses as may be necessary or required for Seller's performance of such services, unless expressly provided otherwise in writing by Seller.
- 7. Publications. Unless expressly provided otherwise in writing by Seller, all specifications, drawings and particulars of weights, dimensions and performance characteristics submitted by Seller are only

approximations, and all descriptions and illustrations contained in catalogues, price lists and other written material are intended merely to present a general idea of the goods described therein and none of these shall be deemed representations or warranties regarding any goods.

- 9. Seller's Use of Other Suppliers. Buyer acknowledges that, in fulfilling any contract for the sale of goods, Seller in its sole discretion (a) may manufacture part or all of the specified goods, (b) may purchase part or all of the goods from a third party, including another supplier, and/or (c) may order the manufacture of part or all of the goods from another manufacturer.
- 10. Returned Goods. No material shall be returned without authorization. When credit is issued it will be at the price charged, or prevailing price if lower, less handling charges based on costs of reconditioning, boxing, etc. Products which are obsolete or made to special order are not returnable. No merchandise will be accepted by Seller as a return unless such return is authorized in writing by Seller.

Returned Goods & Warranty Service: In order to return product or receive warranty service, customers must obtain a Return Goods Authorization ("RGA") by contacting Seller using the following information:

MAIL:

Customer Service Manager Andersen International Marketing, LLC. 6591 Route 23 Acra, NY 12405 phone: 518-622-3160

fax: 518-622-2203

Returned Goods Procedure:

- RGA requests must reference Seller's order number, invoice number or the customer's P.O. number, and must be less than twelve months old.
- In order to be received, all returned material must be in multiples of the stated catalog minimum order quantity and in original condition.
- Specials or custom -made products are not considered normal stock and therefore cannot be returned, except in case of manufacturer's defect.
- Customers will be charged 25% of invoice price for product restocking.
- RGA is invalid if referenced product is not received within 90 days of an RGA issue date.
- Issuance of the RGA does not authorize the customer to deduct the value of the return; once product is received by Seller and found to be in acceptable condition, Seller will issue a credit memo for returned product when applicable.
- Seller reserves the right to deny, nullify or cancel RGA at its discretion.
- Seller will only supply product credit for a return or warranty claim. The credit allowed will be the lesser of the prevailing market price or the lowest price in the previous 24 months.
- Seller can reject a return for any reason at any time.

Warranty Procedure – Product & Property:

- If there is a warranty claim on a part that involves property or other damage, Seller should be contacted by phone or in writing directly following the loss, and in no case latter than 15 days of the date of alleged claim or failure and before any remediation or alteration of the loss site has been started; any notice beyond this time frame or after work has taken place to repair or change the loss site will materially affect the Seller's ability to adjudicate the claim and will void the warranty.
- The product in claim and / or its installation should not be modified before review by Seller; alteration of the alleged product or installation materially affects the Seller's ability to establish fault and voids the warranty.
- Upon submitting the claim according to this procedure and timing, claimant will receive a RGA number from Seller.
- With the RGA number, claimant should submit a formal report of the claim, including the date of the installation, a description of the problem and damage, pictures of the product and damage (if possible). This information should be sent to the above address at claimant's expense. Seller will not receive or process a claim without an RGA number.
- Seller will contact claimant with next steps, which may include a visit from a site investigator or other representatives of Seller, as Seller reserves the rite to investigate all alleged loss sites.
- 11. Acceptance, Errors & Remedies

- (a) Seller may deliver any goods ordered by Buyer progressively in such amounts as Seller shall determine in its sole discretion, in which case Buyer shall be obligated to make payment progressively for the goods as they are delivered.
- (b) Buyer shall examine any goods supplied by Seller immediately upon arrival at the designated place of delivery. Buyer shall immediately notify Seller in writing upon discovery of any suspected defect in any goods. Buyer shall not undertake any alterations, repairs or remedial work to any goods supplied by Seller without first obtaining Seller's written consent to do so. If any goods are damaged (whether by transit or otherwise) or otherwise defective, Buyer shall notify Seller in writing of the particulars regarding the defects within forty-eight (48) hours after arrival of goods at the place of delivery, and also shall immediately respond to any requests by Seller for additional information regarding the alleged defects.
- (c) Buyer shall be deemed to have accepted all goods supplied by Seller as being of the description, quality and quantity ordered unless Buyer notifies Seller in writing of the particulars regarding any defects as required above.
- (d) Seller has no obligation to allow Buyer to return any goods that conform to the terms of Buyer's order as accepted by Seller. If Seller, in its sole discretion, allows Buyer to return such goods, Buyer agrees to pay any applicable restocking fee.
- (e) Goods that are specially purchased, manufactured, machined or cut to size or to Buyer's specifications may not be returned.
- (f) Seller shall not be responsible for shipping errors reported 10 days after receipt of material.
- (g) Seller shall not be responsible for shipment shortages that are signed for as clear.
- 12. Limitations on Liability & Indemnification. In addition to limitations and indemnifications set forth above:
- (a) Except as otherwise provided in these Conditions of Sale or by applicable law, Seller's warranty shall be its most recent published limited warranty, see attached; in addition to the terms outlined in the attached, published limited warranty, the following limitations in this Section 12 apply;
- (b) Notwithstanding any other provisions of these Conditions of Sale to the contrary, Seller shall not be liable to Buyer for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense), including, without limitation, any economic loss or damage, any expense, and any loss of business, profits or revenue, goodwill, anticipated savings, operation time or contracts.
- (c) With respect to any goods manufactured in accordance with Buyer's specifications, Buyer shall indemnify Seller against any damages, losses, liabilities, costs, or other expenses, including attorneys' fees, that Seller may incur, including without limitation any amounts that Seller may pay or owe to any third party that has manufactured such goods, which arise from or relate to any claim that the goods infringe any patent, copyright, trademark, trade secret rights or other intellectual property right of any third party.
- (d) All goods are supplied in accordance with the normal industry standards applicable to them, and Seller shall not be liable to Buyer for the condition or quality of goods which comply with these standards.
- (e) Buyer expressly acknowledges and agrees that (i) Seller is not liable for any advice given by Seller's agents or employees regarding the suitability for any purpose of goods supplied by Seller, and (ii) Buyer bears full and sole responsibility for the selection of any goods to be supplied and any services to be performed by Seller to achieve Buyer's purposes.
- (f) Buyer expressly acknowledges and agrees that (i) certain water conditions, atmospheric conditions, soil conditions and other environs and conditions exist that are aggressive, corrosive and / or otherwise damaging to certain materials commonly used in the plumbing industry, including but not limited to copper and brass, and can often lead to liability or potential liability, that (ii) the Seller cannot know or control the end use, location or liabilities related to the installation design or environ for the products its sells regardless of whether or not the Seller's products are offered and sold in or around said environs, that (iii) it is the Buyer's responsibility to know the conditions, specifications, common use and installation practices and liabilities into and around which the Seller's products will be installed, and that (iv) the Seller is not responsible for any liability or potential liability that arises out of such installations.
- (g) Buyer expressly acknowledges and agrees that (i) certain States, municipalities or other legal jurisdictions exist that govern the acceptability of certain materials commonly used in the plumbing industry and related industries, including but not limited to said jurisdictions governance of products containing lead, (ii) the Seller cannot know or control the end use or location for the products its sells regardless of whether or not the Seller's products are offered and sold in said jurisdictions, that (iii) it is the Buyer's responsibility to know the locations, installations, specifications, applications and liabilities, including legal liabilities, related

to the use of Seller's products, and that (iv) the Seller is not responsible for any liability or potential liability that arises out of such installations.

- 13. Sales Tax. Unless expressly provided otherwise in writing by Seller, any price quoted by Seller for goods and/or services do not include any sales tax or any other applicable tax, and any such taxes will be added to the quoted price. Buyer agrees to pay any such taxes applicable to the sale or use of the products or, in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the relevant taxing authorities. Buyer shall promptly reimburse Seller for any tax advanced or paid by Seller with respect to such products.
- 14. Means and Cost of Delivery. Unless expressly agreed otherwise in writing by Seller, (i) if Seller prepays any freight, insurance, custom or import duties, landing or delivery charges, or any other charge in connection with shipment and delivery of the goods to Buyer, then any such charges shall be to Buyer's account, and (ii) where delivery is arranged by Seller, Seller has the right to determine the means of delivery.
- 15. Risk of Loss, Insurance and Title
- (a) Buyer shall, at its own cost, will insure all ordered goods, in Seller's name, against such risks as a prudent owner of the goods would insure for at their full insurable value;
- (b) Where shipment of ordered goods is arranged by Buyer, (i) the risk of loss for any goods shall pass to Buyer when the goods are first made ready for shipment at Seller's warehouse or other place of business, regardless of whether the order is delivered progressively or in full, (ii) Buyer shall insure the goods at its own cost in the names of Seller and Buyer for their respective rights and interests, and (iii) Buyer shall pay the full cost of shipment;
- (c) Where shipment of ordered goods is arranged by Seller, (i) the risk of loss for any ordered goods shall pass to Buyer when the goods are loaded for shipment at Seller's warehouse or other place of business, or when the goods are otherwise delivered by Seller to a carrier for shipment to Buyer, regardless of whether the order is delivered progressively or in full, and (ii) Seller shall insure the goods in the names of Seller and Buyer for their respective rights and interests, and (iii) Buyer shall pay the full cost of shipment and insurance;
- (d) Notwithstanding any provisions to the contrary in these Conditions of Sale or any other documents related to the order or sale of any goods, title to any ordered goods shall not pass to Buyer until Seller has received payment in full for all amounts owed in connection with the sale of those goods. Until Seller has received such payment, Buyer shall store the ordered goods separately and apart from its own goods and those of any other person or company, and Seller shall be entitled to retake possession of part or all of the goods delivered to Buyer. A waiver of this right is not to be construed as a continuing waiver.

 16. Payment
- (a) Unless expressly agreed otherwise in writing by Seller, the Buyer must make payment in full for all goods COD or within thirty (30) days (net 30) from the date of Seller's invoice for those goods. If Seller delivers any goods progressively, Buyer shall be obligated to make payment progressively for the goods as they are delivered.
- (b) If Buyer fails to make any payment in full within the designated time period, then (i) payment for any other goods delivered to Buyer shall become immediately due, and (ii) Seller shall be entitled to suspend delivery of any other goods ordered by Buyer until Seller has received payment in full for all goods previously delivered to Buyer.
- (c) If Seller has agreed that any payment will be due upon a delivery, installation, commission, test or other scheduled event, but the occurrence of that event is delayed by Buyer, the delay shall not extend the due date for that payment. In this situation, Buyer must make payment as though the scheduled event had been completed on the date originally established for that event, and also shall pay for any additional costs and expenses incurred by Seller as a result of Buyer's delay.
- 17. Late Fee on Delinquent Payments. If Seller has not received full payment of any amount due within the designated time period, Buyer agrees that all invoices unpaid, in whole or in part, within terms will be subject to a service charge of 1-1/2% per month (18% annual rate). Buyer shall be responsible for Seller's legal fees incurred by Seller to collect any amounts not paid by Buyer.
- 18. Buyer's Default. Each of the following shall constitute a default by Buyer: Buyer's failure to make any payment when due (whether to Seller or any third party), bankruptcy, liquidation, dissolution, making of any assignment for the benefit of its creditor(s) or entering into any type of workout arrangement with any creditor(s), death, incapacity, or the commencement of foreclosure or forfeiture proceedings by any creditor, including any governmental agency, against property owned by Buyer (whether by judicial proceeding, self-

help, repossession or any other method), the appointment of a receiver for any part of any Buyer's business or property, any change in ownership of Buyer, any adverse change in the financial condition of Buyer or any director or owner that has guaranteed the obligations of Buyer to Seller, that causes Seller to believe its prospect of payment is impaired, as may be applicable. Upon the occurrence of any default by Buyer, Seller, at its option without notice to Buyer and without prejudice to any other rights or remedies available to Seller, may immediately cancel any outstanding orders from Buyer, refuse delivery of any ordered goods, and stop delivery of any goods in transit to Buyer hereunder at Seller's option always reserving to Seller all rights to recover any loss consequent upon any such loss cancellation or suspension. Buyer shall be responsible for all direct, incidental and consequential damages Seller may incur upon the occurrence of any default by Buyer or in collecting amounts due from Buyer, including without limitation reasonable attorneys' fees, court costs and legal expenses.

19. Intellectual Property

- (a) All drawings, illustrations, specifications, and other product materials relating to goods offered by Seller to Buyer are and shall remain the exclusive property of Seller, regardless of whether the product materials were provided directly by Seller. Buyer shall not transfer any such product materials to any third party without Seller's prior written consent. Buyer shall not use, reproduce or disseminate any information contained in such product materials to any third party without Seller's prior written consent except as required for the purpose of placing an order with Seller for the goods to such materials relate. Buyer shall return all product materials to Seller upon either Buyer's receipt of the goods to which they relate or Seller's request, whichever occurs first.
- (b) Buyer represents and warrants that, with respect to any goods manufactured in accordance with Buyer's specifications, those specifications do not infringe any patent, copyright, trademark, trade secret rights or other intellectual property right of any third party, and Buyer agrees to indemnify Seller against any infringement claims as provided in Section 12 above.
- 20. Right of Removal. Buyer irrevocably grants to Seller and its employees and agents an unrestricted right and license to enter, without notice, premises occupied by Buyer to identify and remove any goods supplied by Seller for which Seller has not received payment in full. To the fullest extent permitted by law, Seller shall have no liability to Buyer or any person claiming through Buyer for any damages arising from or related to Seller's exercise of this right. Seller shall have the right to sell or dispose of any of such goods so removed or otherwise in its sole discretion and shall not be responsible for any loss occasioned thereby.
- 21. Change in Buyer. Buyer immediately shall notify Seller in writing of any change in Buyer's contact information and, if Buyer is a business organization, of any change in Buyer's structure, ownership, or authorized representatives. Seller is entitled to rely on any information provided by Buyer until Seller has received written notice of any change to that information and had a reasonable opportunity to act on that notice. Except as expressly recognized in writing by Seller, no change to Buyer's structure or ownership shall affect Buyer's obligations to Seller.
- 22. Credit Inquiries. Buyer authorizes Seller to investigate and to obtain and exchange information regarding Buyer, including information regarding Buyer's creditworthiness, as deemed necessary by Seller from time to time.
- 23. No Duty to Do Business. Seller reserves the right to not do business with Buyer at any time, and for any reason, and assumes no duty to sell to Buyer.
- 24. Acceptance of Orders. All orders are subject to acceptance and approval by Seller.
- 25. Processing of Orders. All orders are processed immediately upon receipt and acceptance by Seller. Seller reserves the right to charge back to Buyer costs incurred from order cancellations or changes, and to consider additions as separate orders.
- 26. Back-Orders. When Seller is unable to make a complete shipment of any order, unless otherwise requested in writing, Seller reserves the right to make partial shipments and to submit invoices for such partial shipments. Back orders will be filled at prices and terms governing the complete original order. 27. Price Changes. All prices quoted from time to time by Seller are subject to change without notice up to time of shipment.
- 28. Minimum Order Quantities. A 10% surcharge will be applied to any item not purchased in multiples of the stated Minimum Quantity, except on drop ship orders. Items with bold Minimum Quantities in the Numerical Index (back of catalog) can never be broken.
- 29. Product Specifications. Seller is not in any way liable for normal commercial variations in finish, weight and color for product.
- 30. Claims. If Buyer believes there is a defect with products sold by Seller to Buyer, Buyer shall (i)

immediately notify Seller of such defect, (ii) cooperate fully with Seller's investigation of the alleged defect, and (iii) comply in full with all shipping and return policies established by Seller.

- 31. Time Frame for Bringing Action. Any action for breach of warranty must be commenced within one (1) year of date of delivery.
- 32. Tooling. Buyer shall participate in the cost of any tools, dies or molds produced by or for Seller in order to manufacture goods for Buyer. However, title and ownership shall remain with Seller.
- 33. Intellectual Property. Buyer agrees not to appropriate, copy, use or disclose to third parties any of Seller's proprietary trade secrets, such as plans, specifications, drawings, samples, tools, dies, models or manuals. Buyer shall not file for patent, trademark, service mark or copyright protection for any of Seller's products.
- 34. Binding Upon Successors and Assigns. These Terms and Conditions shall be binding upon any successor, by merger, acquisition or otherwise, of Buyer.
- 35. Governing Law. With respect to Seller, these Terms and Conditions must be governed by and construed in accordance with the laws of the State of New York. Any suit relating hereto, with respect to Seller, must be filed in the courts in the State of New York, USA.
- 36. Waiver. If, on any occasion, Seller waives any term or condition, this waiver is not to be construed as a continuing waiver.
- 37. Force Majeure. All orders are accepted subject to delays in delivery caused by fires, floods, accidents, embargoes, labor disputes, failure of suppliers to deliver goods, material shortages or any other contingencies beyond the control of Seller.
- 38. Severability. If any provision of these Terms and Conditions or the application thereof to any person or circumstance is held invalid to any extent, then the remainder of the Terms and Conditions or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.
- 39. Headings. The headings for each paragraph are for convenience of reference only and shall not be deemed a part of these Terms and Conditions.
- 40. Future Documents. THESE TERMS AND CONDITIONS CONTAIN THE ENTIRE PROVISIONS GOVERNING THE PURCHASE OF PRODUCTS BY BUYER FROM SELLER. ANY ADDITIONAL, DIFFERENT, OR INCONSISTENT TERM OR CONDITION CONTAINED IN ANY FORM OF PURCHASE ORDER, NOTICE, ACCEPTANCE, OR CONFIRMATION USED BY BUYER OR SUBMITTED BY BUYER TO SELLER IN CONNECTION WITH THE PURCHASE OF ANY MATERIALS FROM SELLER WILL BE OF NO FORCE OR EFFECT WHATSOEVER AND THESE TERMS AND CONDITIONS SHALL GOVERN THE SALE OF GOODS SOLD TO BUYER NOTWITHSTANDING THAT A PURCHASING ORDER OR A DOCUMENT USED IN A SALE CONTAINS TERMS IN CONTRADICTION OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY BE AMENDED OR MODIFIED ONLY BY A WRITTEN INSTRUMENT SEPARATELY SIGNED BY BUYER AND SELLER. NO AGENT, SALESMAN, OR DISTRIBUTOR HAS ANY AUTHORITY TO OBLIGATE SELLER BY ANY TERMS, STIPULATIONS OR CONDITIONS NOT HEREIN EXPRESSED.

EXHIBIT D

SECURITY AGREEMENT IN PURCHASED GOODS

- 1. Creation of Security Interest. With respect to any goods purchased by Buyer from Seller, Buyer hereby agrees that title to the purchased goods shall remain in Seller until Buyer has paid to Seller the entire purchase price for the purchased goods. Buyer hereby grants to Seller a security interest in the purchased goods to secure the following: (i) the payment of the entire purchase price for the goods in accordance with the applicable payment terms; and (ii) all expenses incurred by Seller in the collection and enforcement of its rights under this Security Agreement.
- 2. Covenants. Buyer covenants and agrees with Seller that from and after the date of this Agreement and until the entire purchase price for the purchased goods has been paid to Seller in full, Buyer shall store the purchased goods separately and apart from its own goods and those of any other person or company and shall not sell, assign, or otherwise transfer ownership of the purchased goods with the exception of a sale or disposal in the ordinary course of business.
- 3. Default and Remedies. Buyer shall be in default under this Security Agreement if it fails to pay the purchase price for the purchased goods in accordance with the applicable payment terms. Upon the occurrence of an event of default hereunder, and at any time thereafter, Seller may exercise, without further notice, all rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction. In addition, Seller may exercise the following rights and remedies to the extent permitted by law, with or without judicial process or the aid and assistance of others: (i) enter upon any premises on which any of the purchased goods may be located and, without resistance or interference by Buyer, take possession of the purchased goods; (ii) require Buyer, at Buyer's expense, to assemble and make available to Seller any part or all of the purchased goods at any place and time designated by Seller and reasonably convenient to both parties; and (iii) sell, resell, lease, assign and deliver, grant options to purchase or otherwise dispose of any part or all of the purchased goods in their then-existing condition or following any commercially reasonable preparation or processing, at public or private sale(s), or by contract(s), in one or more parcels, for cash and/or credit, upon such terms, at such places and times and to such persons as Seller deems best, all without demand or notice of any kind to Buyer or any other person, except that, where an applicable statute requires reasonable notice of sale or other disposition, Buyer hereby agrees that the giving of five (5) days' written notice shall be deemed reasonable notice. The rights, powers and remedies given to Seller by this Security Agreement shall be in addition to all rights, powers and remedies given Seller by virtue of any statute, rule of law or any of the other terms and conditions set forth herein. Any forbearance, failure, or delay by Seller in exercising any right, power or remedy under this Security Agreement shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy under this Security Agreement shall not be deemed to be a wavier of such right, power or remedy, and any single or partial exercise of any right, power or remedy under this Security Agreement shall not preclude the further exercise thereof; and every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by Seller.
- 4. Continuing Obligation. This Security Agreement and the security interest in the purchased goods created hereby shall create a continuing security interest in the purchased goods which shall remain in full force and effect until all of the secured obligations have been paid in full and otherwise fully satisfied. Upon the payment and satisfaction in full of the secured obligations, the security interest granted by this Security Agreement shall terminate and all rights to the purchase goods shall pass to Buyer.

 Andersen International Marketing, LLC. Name of Company:

EXHIBIT E

LIMITED LIFETIME WARRANTY

Andersen International Marketing, LLC. ("Seller" or "the Seller") warrants its products to be free from defects in material and workmanship under normal usage for the period of 1 year. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge.

This remedy shall be effective only if the product was installed in accordance with supplied instructions, common installation or use practices and existing building and plumbing codes and legal requirements; has not been subjected to misuse or abuse; was at all times used in a manner consistent with its intended use; was at all times used in installations and environments acceptable to its material and design specifications; was never modified, altered, or repaired by anyone other than the Seller; was properly subjected to and passed common testing methods (including pressure testing for potable water and drainage systems) immediately after the product's installation and before the product is put into service; was not damaged by freezing, corrosion, degradation or other adverse water, atmospheric or other natural conditions; was never subjected to improper protection during the installation or exposure to water pressures or temperatures outside acceptable operating conditions. In addition, Seller shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, chemical, or any other circumstances over which the Seller has no control. This warranty excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance and the replacement of parts required by normal wear and tear. The Seller also reserves the right to modify, alter or improve its product, or parts thereof, at any time without incurring an obligation to notify or modify, alter, improve or replace any product, or parts thereof, previously sold. If, on any occasion, Seller waives any term or condition, this waiver is not to be construed as a continuing waiver. Some States do not allow or have other parameters governing limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights.

THE WARRANTY SET FORTH HEREIN ABOVE AND BELOW IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.